



CITY OF BROWNSVILLE

Council Meeting

Tuesday – April 24th, 2012

Regular Session 7:00 p.m.

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CITY OF BROWNSVILLE

Council Meeting

City Hall – Council Chambers
Tuesday, April 24th, 2012

AGENDA

Regular Session

7:00 p.m.

- 1) CALL TO ORDER
- 2) ROLL CALL
- 3) PLEDGE OF ALLEGIANCE
- 4) ADDITIONS OR DELETIONS TO AGENDA
- 5) MINUTES: March 27th, 2012
- 6) PUBLIC HEARINGS OR PRESENTATIONS
 - A. Joe Ervin – Park Avenue Closure Request
 - B. Tony Miller – Road Closure Request
- 7) DEPARTMENT REPORTS:
 - A. Sheriff
 - B. Planning
 - C. Public Works
 - D. Administration
 - E. Library
 - F. Court
 - G. Council
- 8) CITIZEN COMMENTS (Non-agenda & Agenda items)
- 9) LEGISLATIVE:
 - A. R 676 – Pioneer Park Restrooms
 - B. R 677 – Worker's Compensation Annual
 - C. R 678 – Verifying Services for State Revenue Sharing (DAS)

This Agenda is a list of the subjects anticipated to be considered at the meeting, but the City Council may consider additional subjects as well. The location of the meeting is accessible to physically challenged individuals. Should special accommodations be needed, please notify S. Scott McDowell, City Administrator, at (541) 466-5880 in advance. Thank You.

D. Proclamation – Older Americans Month

10) ACTION ITEMS

- A. Pioneer Park Restrooms
- B. Willamette Country Music Festival Camping
- C. OLCC Renewals
- D. Advertise for Library Advisory Board Member
- E. Authorize Oregon Emergency Management & FEMA Contract
- F. Authorize Schroder Law Contract
- G. Change May Council Meeting – May 22nd to May 29th
- H. Authorize Cascade West Council of Governments Agreement

11) DISCUSSION ITEMS:

- A. Park Erosion
- B. FEMA Update
- C. Clean-Up Outcome
- D. Desiree Housley – Washington Street Traffic
- E. Public Buildings
- F. March Financials

12) CITIZEN QUESTIONS & COMMENTS

13) COUNCIL QUESTIONS & COMMENTS

14) ADJOURN

This Agenda is a list of the subjects anticipated to be considered at the meeting, but the City Council may consider additional subjects as well. The location of the meeting is accessible to physically challenged individuals. Should special accommodations be needed, please notify S. Scott McDowell, City Administrator, at (541) 466-5880 in advance. Thank You.

BROWNSVILLE CITY COUNCIL
MEETING MINUTES

March 27th, 2012

ROLL CALL: Mayor Ware called the meeting to order at 7:00 p.m. with Councilors Van Sandt, Shepherd, Cole, Chambers and Boyanovsky present. Councilor Gerber was excused. Administrator Scott McDowell, Public Works Superintendent Karl Frink and City Planner Bill Sattler were also present.

PUBLIC: Kaye Fox, Mr. & Mrs. Walter Ortiz, Mr. & Mrs. Ron Tinseth, Terri Silkeet, Sharlene Whitaker and husband and Jim Bitle.

ADDITIONS AND DELETIONS: None.

MINUTES: The Council reviewed the minutes of the February 28th, 2012, meeting. Councilor Cole noted one typographical error. She moved to approve the minutes with that correction. The motion was seconded by Councilor Shepherd and was approved unanimously.

PUBLIC HEARINGS OR PRESENTATIONS:

1. Tony Miller - Road Closure Request. Mr. McDowell said that Mr. Miller is planning to film another zombie movie and asked for road closures similar to the last movie. Mr. McDowell said that the City needed more information and the item was tabled until next meeting.

2. Heather & Ron Tinseth. Mrs. Tinseth lives on Northpoint Loop and has a neighbor who has animals and she is bothered by the noise and smell. She said that the City does not have any regulations regarding animals and she thinks the Council should adopt some. Mrs. Tinseth provided copies of ordinances from other cities for Council review. Councilor Chambers asked if there were other problems. Mr. McDowell said that there have been a couple of instances around town where people aren't acting responsibly with their animals. He said that the City has contacted the Sheriff's Office and is working with the property owners to resolve these situations. Mayor Ware said that the Council has looked at the issue several times in the past and has decided not to adopt any new regulations each time. Councilor Van Sandt said that her neighbor keeps sheep and it does not cause any problems. Mrs. Terri Silkeet, a neighbor of the Tinseths, said that she didn't like to use her back yard because of the neighbor's animals. Councilor Chambers asked if either the Tinseths or Mrs. Silkeet had discussed the issue with their neighbor. They said that they had not. Mr. Walter Ortiz spoke, saying that he has the rooster that they are complaining about and no one had spoken to him about any concerns. He said that it's a long way from his house to theirs. Mr. Ortiz said that about 12 years ago one of his dogs had attacked a neighbor's sheep and had been shot for it. He said that at the time he was very upset and had tried to get Council to adopt regulations against keeping animals, but that he had talked with Ace Nelson who had made him see that he needed to change his point of view. He said that today he was grateful that he had not been successful because then no one would have been allowed to have animals. Mr. Ortiz said that the Whitakers had done a lot of work to improve their property since they moved in and he had never noticed any smell and he is their neighbor. Mr. Ortiz said that a person who lives above him seems to be going around the neighborhood stirring up trouble and he thought that was the root cause of the problem. Mrs. Sharlene Whitaker said that she is the person Mrs. Tinseth is complaining about. She said that they had specifically chosen to move to Brownsville so that they could have their animals at their home. She said that they have an acre and a half of property. Mrs. Whitaker said that she had killed her

rooster about six months ago and that the donkey Ms. Tinseth complained of is on another property out of town. She said that she wished the neighbors would have come and spoken with her and said that she had some previous issues when they had been throwing food over the fence which had injured one of her animals when eaten. Mayor Ware suggested that the Council ask staff to look into the situation and report back to Council. The Council agreed by consensus. Councilor Cole asked Mr. McDowell to do what he could to mediate the situation. Mr. McDowell said that staff deals with neighbor disputes on regular basis and the only good solutions are when people can come to an agreement between themselves.

DEPARTMENT REPORTS:

1. Sheriff's Report. Council received a written report.
2. Planning. Mr. Sattler reminded the Council that the SEI reports are due on April 15th and he is collecting them to mail as a group if the Councilors want to participate. He said that the Planning Commission will be meeting on April 9th to hear a request for a Home Occupation Conditional Use. Mr. Sattler said that the Spring Newsletter will be going out in a few days so there is a brief opportunity to submit any additional articles.
3. Public Works. Mr. Frink said that the pumps on two of the City's wells had failed during the period of power outages recently. He said that he is having them rebuilt. Councilor Cole asked about installing surge protectors. Mr. Frink said that the City Engineer has looked into something similar but due to the size of the motors used they would be very expensive. In addition, most of the equipment is permanently wired so there would be a significant expense for installation. Mr. Frink said that Public Works is remodeling the kitchen in Pioneer Park to make it more useable. Mayor Ware asked about the incident in the Cemetery recently. Mr. Frink said that someone had driven off the road and through the lower portion of the cemetery but had managed to avoid the taller headstones. Several of the flat headstones had been driven over but damage appeared to be minimal. Mr. McDowell said that the person involved is someone who has done work for the City and he is willing to make any repairs as needed. He said the incident was said to be an accident. Councilor Cole asked about possibly getting some training for Public Works employees in tree care. Mr. Frink said that the goals of Public Works are different from those of homeowners, they are more concerned with clearances and safety issues more than aesthetics. Mr. McDowell said that the Oregon Department of Forestry does offer some training and that the City has been using a certified arborist to oversee tree care. Councilor Boyanovsky asked about the picnic table which is near the edge of the Calapooia. Mr. Frink said that it will be removed when the ground dries up some along with a few trees to keep them from falling in the river.
4. Administrator's Report. Mr. McDowell said that the preconstruction meeting for the South Oak Street Project had gone well. He said that the project needs to be completed by the end of June to be paid out of the current fiscal year's budget and that did not appear to be a problem however it is dependent on the weather. Mr. McDowell said that the contractor estimated the work would take about three weeks for them to complete. Mr. McDowell reported that he had attended the Linn County Commissioners' meeting regarding the Willamette Country Music Festival and it had gone well. He said that the Commissioners had requested additional security and more medical personnel. He said that the WCMF has contracted with the manager of the Oregon Country Fair for management assistance, doubled security, added a contract with Linn County Sheriff's Office and hired a full-time medical staff for this year's event. Councilor Boyanovsky said that the Rec Center floor looks wonderful. Mr. McDowell said that the contractor

will be providing information on how to care for the floor to extend its life. He said that there are a few areas that will need to be resealed and the contractor will come back and do that work but the floor needs to cure for 30 days before the work can be done. Mr. McDowell said that the new Pioneer Park Caretakers have been hired, they are Richard and Kate Watkins of Mesa, Arizona, and they will be here about the middle of May. Councilor Cole asked about camping in Pioneer Park during Pioneer Picnic. Mr. McDowell said that the Pioneer Picnic Association had decided that the City should charge camping fees during Picnic for the first time this year. The City will be allowed to charge a flat rate of \$15 for camping Thursday through Sunday.

5. Library Report. Ms. Lemhouse provided a written report.
6. Court Report. The Municipal Court provided a written report.
7. Council Comments. None.
8. Citizen Comment. Ms. Kaye Fox said that she was acting on behalf of the Senior Center and read a letter of appreciation to the Council and staff for what has been done for the Senior Center over the years.

LEGISLATIVE:

ACTION ITEMS:

1. Pioneer Picnic Association Letter. Councilor Cole said that she liked the letter. Councilor Chambers had a correction to the camping fees listed. Councilor Van Sandt moved to approve the letter. Councilor Cole seconded the motion and it was approved unanimously.
2. Pioneer Park Restrooms. Mr. McDowell said that he is working with Todd Karo to finish the design. Mr. McDowell said that the contracting rules require him to obtain three proposals for the project. He said that he had spoken with the City Attorney regarding the BOLI issues and couldn't find any solution. Since the project is estimated at about \$65,000 it is subject to the prevailing wage requirements, which means the final cost will be closer to \$90,000. Mr. McDowell said that there is \$80,000 in the budget so Council may have to move some funds if they want the project completed at the beginning of Summer. Councilor Shepherd said that he liked the proposed design and thought the Council should move forward on the project. Councilor Chambers asked when the bathrooms could be finished. Mr. McDowell indicated that it would be great to get it done by Picnic but there were too many variable to predict a time line. He said that the middle of July is more likely. Councilor Cole made a motion to move forward with the project and obtain three proposals. The motion was seconded by Councilor Chambers and was approved unanimously.
3. Willamette Country Music Festival Camping. Mr. McDowell stated that there is an opportunity to provide some additional camping for the Festival and to make some money for the City. He said that he spoke with the Park Board and they thought that there could be room for 30 RVs on the east side of the park. Councilor Boyanovsky presented the idea to the Rec Board who agreed with attempting to work up an agreement. Mr. McDowell said that he thought the best solution would be to contract with the Festival to provide them with 30 RV spaces and let the Festival handle the rental arrangements. Councilor Cole moved to approve the proposal and asked McDowell to move forward. The motion was seconded by Councilor Chambers and was approved unanimously.

4. Sidewalks and Parking Enforcement. Mr. McDowell said that he had received a complaint about people parking on Kirk Avenue with their vehicles touching the sidewalk. He said that there is an ordinance prohibiting that but that people on Kirk had been parking that way for many years. Mayor Ware said that the sidewalks are so bad no one uses them but walk in the street instead. Councilor Van Sandt said that it's difficult to determine if there is a sidewalk in many areas. Councilor Shepherd said that he thought ordinances should be enforced. Councilor Cole moved to let the Sheriff's Office know that there is an ordinance and to enforce it at their discretion. Councilor Shepherd seconded the motion and it was approved five to one with Councilor Chambers voting no.

DISCUSSION ITEMS:

1. Pioneer Park Erosion. Mr. McDowell recommended tabling any decisions until later in the year and reiterated Council's decision to wait until October before starting any engineering design work. The Calapooia Watershed Council reported that the projects upstream on the Susan Ross and Donny Nealon properties apparently suffered quite a bit of damage during the recent high water periods and once the water drops the situation will be assessed. Sarah Dyrdaahl indicated that she would be willing to come back to Council to make a presentation.
2. FEMA Update and Outcomes. Mr. McDowell reported that representatives from FEMA had visited the day before. He said that there is an issue with trying to determine the actual damage to the water line as it can't be assessed until the water drops but there is a short time limit to apply for funds. He indicated that there is only a 60 day period to determine the scope of work. Mr. McDowell stated that the agencies did prefer that the new line be bored under the river for environmental reasons and it should make permitting much easier. He said that they will be back again in a week or so. Mr. McDowell said that a FEMA representative had said that bank stabilization could be included as mitigation work in certain circumstances. He said that the cost for all the work would be about \$750,000 which creates a budget issue due to having to pay the expense up front and request reimbursement. Mr. McDowell said that this point it's not certain what they will cover, if anything, but he would continue to work with them to get the best possible outcome.
3. Metal Collection and Cleanup. Mr. McDowell said that he understood Council's main concern was that the operation of the cleanup not be interfered with. A suggestion was made that perhaps Kirk's Ferry Park would be a good location. Councilor Chambers said that it was a shame that there isn't a better arrangement to recycle useable items as used to be done. Councilor Van Sandt said that the best arrangement would be to have Cleanup Day shortly after the Citywide Garage Sale day. Mr. McDowell said that it didn't work for Sweet Home Sanitation to have the Cleanup Day in the summer but that if the garage sales are moved to later in the year it might be possible.
4. Linn County Cultural Coalition & Brownsville Art Association. Mr. McDowell said that the grant has been closed out and the Art Association will be having an open house on April 7th. McDowell asked Councilors to attend if possible because he would be out of town.
5. February Financials. No discussion.

CITIZEN COMMENT: Ms. Kaye Fox said that the Seniors would like to know how much it cost to move the phone line so that they could reimburse the City.

COUNCIL COMMENTS: Councilor Van Sandt said that the Elementary School's teaching garden is doing well.

ADJOURNMENT: Councilor Cole moved to adjourn. The motion was seconded by Councilor Chambers and was approved unanimously. The meeting was adjourned at 9:05 p.m.

City Administrator S. Scott McDowell

Mayor Don Ware



City Administrator Report

April 24th, 2012

From: S. Scott McDowell
To: Mayor & Council
Re: General Business

Joe Ervin & Park Avenue Closure Request – Mr. Ervin is working in conjunction with the Pioneer Picnic Association and the race timing company from Eugene to host a 5K & 10K run on Saturday, June 16th. Ervin would like to close Park Avenue from 4:00 p.m. to 9:00 p.m. and use Library Park as the staging area for the event. The 5K run would be from Library Park to the cemetery and back. The 10K run would be from Library Park out Northern Drive to the old swimming hole and back. Ervin is working with the Association to obtain the proper permits from Linn County. Ervin has also spoken with Gary Timms of the Linn County Museum, Steve LaCoste of Napa and the Corbett's who have all given their permission for the closure. Mr. Ervin will be making short presentation for Council.

Tony Miller & Spaulding Avenue Closure Request – Mr. Miller is working with Mr. Scott Smith & Ms. Debbie Jensen of LB Productions to shoot a zombie movie titled, *Contagious*. Here is an excerpt of an e-mail which was sent to Council: *'ok so I have re-thought the weekend for the Carriage Me Back in Brownsville. I am able to switch my schedule and if it was ok, could we shoot April 27-29th. The 7 mile lane shoot we could do on the 27th in the late afternoon. We were going to do a woods shot on the 28th, This will be a night time shot, say around 8:00 pm in the park area. April 29th well be doing the evacuation center shot in the park, and the main street shot around 2:30 in the afternoon. Please get back with me asap, if any questions are need to be answered.'* Mr. Scott Smith indicated that they may also want to do a shot at the Water Treatment Plant. Mister Miller and Mister Smith are aware of the need to obtain permits from the Linn County Road Department.

According to Deborah Larsen of Brownsville Movies & Spirits, there've been issues with parking and the blocking of the entrance to her store. I have discussed the parking issue with Ms. Larsen and Mr. Smith. I have also notified the Linn County Sheriff's Office regarding concerns. The bottom line for the City is that those parking spaces are for the general public. Anyone can park anywhere downtown at any time. I encouraged them to devise some kind of system that would work for everybody. Ms. Larsen is considerably upset over this matter. She also indicated that a family had a pit bull in the area, off leash and it actually bit a child that was part of the family. I explained that anyone who sees this type of activity should contact the Linn County Sheriff's Office. Many things have been said back and forth between neighbors. The City has been blamed for not caring about the outcomes but I would submit to Council the importance of business owners cooperating for the betterment of Brownsville. The City simply has no force of law regarding the parking issue.

R 676: Pioneer Park Restrooms Award – Maybe be placed on Council's desk prior to the meeting. Contractors have until 5:00 p.m. on Monday, April 23rd, 2012 to submit proposals. The resolution will simply award the contract should the price be within the budgeted amount or it will be a transfer resolution proposing the moving of funds to cover the project.

R 677: Worker's Compensation (Annual) – This is an annual requirement of CIS if Council should choose to continue to cover all of the City's volunteers in the event of an accident. Brownsville has provided this coverage for a very long time. Most cities and counties in the State provide this coverage for their volunteers.

R 678: Verifying Services for State Revenue Sharing (DAS) – This is an annual resolution required by the Department of Administrative Services. The resolution serves notice to the Department that the City is providing the required basic public services in order to be eligible to receive State Revenue Sharing dollars.

Pioneer Park Restrooms – At the time of writing this report, the City had not received all of the proposals. Council's plan was to obtain proposals to determine the actual cost of construction. If the cost of construction was within the budgeted amount, then Council would proceed. I hope to have resolution 676 prepared for Council consideration on Tuesday night. I am also expecting a proposal from Cascade West Council of Governments which would provide support enforcing the prevailing wage provisions for this project and the S. Oak Street waterline project.

WCMF & RV Outcome – Anne Hankins did not want to take the risk of possibly violating their pending County permit. *The Times* reported that, "The Council approved an agreement with the Willamette Country Music Festival to allow up to 30 RV sites in Pioneer Park with the City receiving \$15 a day per vehicle. The WCMF will manage the available sites." I contacted Commissioner Nyquist to set the record straight on what the City had considered asking the Willamette Country Music Festival. Hankins indicated that they had a list of 400 RV folks who needed campsites. Ms. Hankins offered to provide the City with contact information.

What is being asked of Council?

Staff would like permission to devise a reservation plan for the RV spaces. The City will offer the spaces for five days and people will need to pay by a certain date (probably a full month before the event) in order for their space to be reserved. We are recommending that the charge be for the full five days and no refunds. Staff is trying to eliminate a lot of in and out RV traffic. Mrs. Deaver could then provide a complete list of guests for the Park Caretakers. RV campers would be sent a confirmation document to present upon arrival at the Park.

OLCC Renewals – It is time once again to consider input for the liquor licenses in town. As you may remember, the City is required to take no action. Council has requested a cover letter supporting the local establishments be sent back to OLCC (Oregon Liquor Control Commission) in the past.

Authorize Advertisement(s) – The longest-serving member of the Library Advisory Board, Ms. Sandra Weingarten, has decided to step down from the Board after nearly 25 years. Ms. Weingarten is excited to do something else or just relax. The City has certainly benefited from her input and professional demeanor for nearly three decades. Mrs. Pat Biesinger may also be stepping down at the end of the year.

Oregon Emergency Management & FEMA Contract – the City recently received a sub recipient contract from Oregon Emergency Management regarding the possible use of federal funding for the Calapooia River Crossing Water Line project. There is also an e-mail from Paul Baxter that I will discuss at the meeting.

What is being asked of Council?

Staff is asking Council to authorize the Mayor and the City Administrator to execute any necessary documents regarding the disaster declaration.

City Engineer Ryan Quigley and I met with officials from FEMA on Wednesday, April 4th to do a field visit and inspection. As Council may recall, City Engineer Quigley had prepared estimates for possible damage caused to the portion of the water line underneath the Calapooia river bed and for possible damage caused to the 45° water line coming up the river bank. Quigley's estimates are included in the packet for your review. The City is unable to define the 'Scope of Work' because there is no way of assessing the actual damage incurred until the river substantially lowers which typically happens in July. Brian Dorst of FEMA agreed with the City's mitigation plan of boring the water line, however FEMA must have the 'Scope of Work' clearly defined because they are only allowed to repair to restore pre-flood conditions. Dorst said the best case scenario, if the 45° water line was broken, would be an award of twice the cost of the repair which would be about \$445,000. The City would receive 75% of that amount. The worst-case scenario would be 75% of roughly \$222,000 if a mitigation award is not made.

The City continues to file necessary paperwork as requested and will simply have to wait to assess the damage in order to clearly define a 'Scope of Work'.

From last meeting:

5. Water Line & Stabilization

FEMA will be visiting the City next Monday to review the damage to the water line. The City is hopeful that the project will be eligible for a 75/25 % split for the repair. President Obama approved Governor Kitzhaber's request for Federal funding for the extensive flood damage done in January.

The City has exhausted nearly every possible funding opportunity for the stabilization effort. The bottom line is that there is no grant money available for this type of project. The City cannot proceed until August of 2013 with a project anyway due to design and permitting requirements. The City is planning on hiring River Design Group, Inc. out of Corvallis to start on design work in the Fall. The big concern is that there is no guarantee that the stabilization effort will

last. One 50 or 100 year flood could literally wash the project down the Calapooia.

Schroder Law Contract – The City recently received every document regarding the City's Water Rights ever filed with the State of Oregon. The purpose of obtaining the documents was to thoroughly review the condition & status of all City water rights and to attempt to get a handle on the next steps regarding curtailment as being proposed by Water Resources.

What is being asked of Council?

Staff is asking Council to authorize the Mayor and the City Administrator to execute this contract to retain the services of Schroeder Law in order to get some answers regarding curtailment so the City can submit the Water Master Plan by the end of the year.

I have discussed Council's strategy with City Engineer Jon Erwin. Mr. Erwin is in complete agreement that Schroeder Law should be retained for the necessary assistance to accomplish this important task and to determine the future impacts of any curtailment measures.

Council Meeting Date Change Request – Due to the required budget notices, I'm requesting Council consider moving the May meeting from Tuesday, May 22nd to Tuesday, May 29th. The alternative is to have two Council meetings in June.

Proclamation: Older Americans Month – The Cascade West Council of Governments is requesting participation in recognizing Older Americans Month which is May. This Mayoral proclamation achieves that goal. The City has participated for the last few years.

Clean-Up Outcome – I hope to have an oral report.

Desiree Housley & Washington Street Traffic – Mrs. Housley is requesting the City forward a letter to central Linn school district regarding the speed of buses traveling on Washington Street or to post and enforce a lower speed limit for this portion of the street. Mrs. Housley has made several calls to the school with no results. She indicated that her house shakes when the buses barrel down the street.

Public Buildings – The City continues to experience problems with building security stemming from groups not locking doors after they are finished using City facilities. The Rec Center has been left open Sunday through Monday or Friday through Saturday at least a dozen times during the last year. City Hall has also been found unlocked from time to time. The City has sent letters, posted signs and really it should be common sense to lock the facility but the end result is doors are being left open. Staff's concern is the possibility of vandalism. Council and Staff have put a lot of time and effort into making our facilities first rate. I would like to hear any ideas Councilors may have to help this concern. One option would be to charge an annual deposit for service groups who use City facilities however this could pose a financial hardship to those groups and

would really not produce the result of getting the buildings closed nor would it help cover the cost of any potential vandalism.

Animal Ordinance – Council requested Staff review of this ordinance. Mr. & Mrs. Tinseth has dropped off several ordinances from around the area. Time has not been a resource that could be devoted to this task. I do, however want to point out a few items to keep them fresh in everyone's mind. Mayor Ware indicated at last meeting that every 10 years or so this issue comes in front of Council. Every time, Council decides to keep the ordinance in place. I have talked with Bruce Cleeton, Harrisburg City Administrator, and Craig Martin, Sweet Home City Administrator, about their recent ordinance revisions. Mr. Cleeton indicated the revamp of their ordinance in 2009 had more to do with their Comprehensive Plan review as required by the Department of Land Conservation & Development. Mr. Martin said that Sweet Home Council had responded to concerns about noise and odor. The change Sweet Home made was primarily in regards to lot sizes and prohibitions of livestock in certain zones of town.

The situation Council is currently facing is a bit more complex in that putting a restriction on a specific zone or lot size really would not address the issue since Whitacre's lot is 1.58 acres and the Ortiz's lot is 1.05 acres. Many people throughout town have miscellaneous varieties of animals and have over the years. Overall, complaints have been low. The City has experienced several complaints over the course of the last few years primarily about noise. I have discussed the noise issue with Sergeant Brad Kelley who is spreading the word to the deputies on how to handle this issue. The odor issue is left unaddressed.

What is being asked of Council?

Is Council interested in banning certain kinds of animals? It is difficult to craft any change to the ordinance that doesn't bar people from having certain kinds of animals. Many people live in Brownsville because they are able to have farm animals on residential lots.

Senior Center Question – Kaye Fox asked about the cost to install the phone line at the new Senior Center. Once the City receives the invoice for that installation, I will forward the information. Mrs. Fox also indicated that the Seniors are interested in collecting recyclables for the Eugene Kennel Club event in September.

OPRD Update – I recently attended a seminar to learn the new computerized grant processing system two weeks ago. The Grant Advisory Committee meets June 6th – 8th in Sunriver. The State does not have as much money to distribute in the second year of the biennium so it will probably only take two and a half days this year.

Judge Lemhouse & the State Legislature – The State Legislature has been trying to find new ways to drive revenue. Part of their attempt has been to increase the State fees involving traffic fines and certain misdemeanors. Judge Lemhouse projects that based on these new laws the City should lose close to 10% in revenue. Lemhouse felt that the amount could be to a breakeven point depending on the amount of citations issued

by the Linn County Sheriff's Office. Justice Courts around the State are closing due to the lack of revenue.

Records Seminar Update - I recently attended a webinar hosted by the State Archives Division. I hope to get training for Jannea Deaver so that we can begin archiving our records in accordance with State requirements. The City does a fair job retaining records, however the organization of those records needs to be improved.

Brownsville Art Association – I spoke with Mrs. Alice Tetamore regarding parking at the Art Center. Several members of the Fire Department have been very concerned about folks parking in front of the fire bay doors. Mrs. Tetamore is aware of the situation and is doing everything in her power to make sure that does not happen. I did explain that anyone parking it could be immediately towed; this parking issues matter of life safety and certainly has liability implications.

Mrs. Tetamore also reported that the group would like to do something with the flooring. The group has discussed tile to some extent. It should be noted that flooring is not a part of the current agreement. Council and Staff should also be notified regarding any surface that may be installed. I did indicate that the agreement was up for review toward the end of this year. The group would also like to consider not allowing certain events in the space as well.

Sidewalks – Sergeant Kelley and the Linn County Sheriff's Office were asked to incorporate sidewalk enforcement into their duties as requested by Council.

S. Oak Street Water Line – City Engineer Ryan Quigley will be forwarding the Notice to Proceed on Monday, April 23rd, 2012. M. L. Houck is hoping the weather cooperates with their effort. They have a full 75 days to complete the contract. Houck indicated they hope to have the job finished in three weeks once they began. The City has retained FEI to do compaction testing and other requirements of the contract. Rayn Quigley will perform inspection services on behalf of the City.

Rec Center Flooring – Mr. Sossie came back in at the request of the Rec Board and put an additional two coats on all of the surfaces. Everyone seems well pleased with the outcome of the floors.

Budget Committee Meeting – The first meeting will be Thursday, April 26th. Subsequent meetings are scheduled for May 3rd & May 10th. Mayor Ware will be attending the budget meetings after all.

Washington Street Grinding – *From last meeting:* The City will be working with North Santiam Paving Company to execute this project. They have been waiting for a slight break in the weather. They will be coordinating the effort with Public Works and the City will put out a letter explaining the project to residents along the street. The entire process shouldn't take longer than four hours.

Harris Computer Software Training – The City will be working with Harris to provide webinar training for Ms. Muhs and to resolve issues regarding the general ledger. A new update cause a new set of concerns. The software has certainly been trying on Staff! There are several issues that remain unresolved. I am strongly considering hiring Boldt, Carlisle & Smith to help resolve a few issues with the General Ledger in order to prevent major concerns in August.

Emergency Preparedness Committee – The EPC is busy planning events for this year. They are planning on having a table at the Fire Open House on Saturday, June 2nd and will also be involved in the Pioneer Picnic.

The Canal Company – *From January meeting:* President John Holbrook reports that the company is trying to address some serious maintenance issues that are impacting the efficiency of the City's pump station.

Oregon Water Resources – *From January meeting:* McDowell, Public Works Superintendent Karl Frink, City Engineer Jon Erwin and Consulting Engineer Jon Cunningham recently met with Ms. Ann Reece of Oregon Water Resources to discuss the impacts of the curtailment measures the State has recently adopted. Many things were discussed. The general outcome of the meeting was that the City could do a Final Proof Survey on the well water right and the infiltration gallery water right. By doing a Final Proof Survey, the City could prove more water is actually being used then was defined 13 years ago. If the numbers were high enough, the City would not be required to curtail any water being currently used for municipal purposed.

Reece indicated that a lobby group by the name of Water Watch have really been putting their focus on municipal water sources. It seems the mission of Water Watch is to ensure very little, if any water resources, are taken out of Oregon's rivers. Fish protection and persistence is at the very heart of their mission. The League of Oregon Cities and the State of Oregon have been trying to work with the legislature to mitigate the impacts of these types of laws being implemented. However, two years ago the group was able to pass fish persistence measures that directly correlated to the curtailment of municipal uses. Any water right that was not certified before November 2nd, 1998 is subject to curtailment under the new law. City staff pointed out that the reason why the water rights are not certified in the first place is because the State's inefficient process. The City has been waiting since 1998 on certain water applications.

The outcome of the meeting was to do a Final Proof Survey at the Water Treatment Plant as described above. The City would ask for an extension, which would be approved by Ms. Reece, and the City could reassess how curtailment would impact municipal operations.

Staff will be strategizing what the next steps are with the State in an attempt to try to determine what it is they are requiring the City to do in terms of curtailment.

Water Master Plan – *From last meeting:* Due to the uncertainties with Oregon Water Resources, the City has extended the contract with Mr. John Cunningham for the

completion of the Water Master Plan until April 2012. Mr. Jon Erwin is still compiling data for the final proof survey which will be submitted to the State this Winter.

From November meeting: During a recent meeting with Ms. Ann Reece of Oregon Water Resources, staff learned that an official Water Conservation Plan would be required as part of the Water Master Plan. Due largely to the fish persistence requirements that are mandating water curtailments for municipal sources. McDowell is working out the particulars with Mr. Erwin and Mr. Cunningham. At this time, it is very difficult to say when the Water Master Plan will be ready. It is officially due to the State by December of 2012.

From last meeting: Staff along with Mr. Erwin and Mr. Cunningham will be meeting with Ann Reece, Water Rights Services Division, to discuss the curtailment issues at her office in Salem on October 28th, 2011. The City is trying to determine the exact impact of the curtailment as being promulgated by the State of Oregon.

Sweet Home Sanitation Contract Review – Scott Johnson and McDowell have not had an opportunity to connect. McDowell projects this item to be back on the agenda for the June meeting.

From August meeting: Scott Johnson and I met to discuss some of the finer points of the contract. He will be providing Council with some financial comparisons of other waste services in our area. He has agreed in part to an annual report and has agreed in principle to doing a review every three years in keeping with all other Council contracts.

ODOT Outcome – *From past meetings:* Spoke with Tony Jones regarding this issue. Hopefully, the City will see some progress soon.

From April & July meeting: The City recently heard from the Department regarding obtaining a permit to know the welcome sign areas coming into the town from the East and West. We will be working with Permit Specialist Ken Lamb to finalize this piece.

Kirk Avenue – *From past meetings:* Linn County is waiting to finalize the Gateway project before starting on Kirk. Mr. Darrin Lane indicated that he is still struggling with making the street work given the code requirements of building a street in an historic setting.

Respectfully Submitted,



S. Scott McDowell



April 19, 2012

To: Brownsville City Council
From: Bill Sattler, City Planner

1. Building Permits. Things are picking up a bit with the weather warming up.
2. Real Estate. I've seen a real upsurge in interest in property in the last month, more than we've had in a couple of years. We have several parcels available that include some land with a house and they've generated a lot of interest, along with a couple of bare lots that I've been discussing with contractors. Interestingly, in the last couple of days, I've met with two young couples who are making offers on property in town and who both mentioned that the reason they are looking to move to Brownsville is because they want to have some animals.
3. Computer Projects. The last couple of days have been a bit of a computer nightmare as one of the library computers apparently was used to open the wrong email attachment and came down with a particularly nasty virus. I think I finally have it tracked down and eradicated but it's been a lot more difficult than usual. Unfortunately over time computer viruses are evolving just as the protein ones are.
4. Historic Review Board. The HRB met last Friday. Some of the members had apparently met with some people from SHIPO and are again interest in the idea of becoming a Certified Local Government as we discussed a couple of months ago.
5. Planning Commission. The Planning Commission met on April 9 to hear an application from Kris & Pam Solberg to do their hair salon business at their home on Amelia Avenue. The Planning Commission did not find any issues with the application and approved it unanimously.
6. Statement of Economic Interest. These were mailed to the State on April 12.
7. Newsletter. The big project the start of the month was getting the City Newsletter out the door. It takes a while to put together, particularly making the articles and the space available match...The we print them up and as the Post Office no longer allows ANY staples in them we have to fold them and put tape circles on them to hold them together, then put mailing labels on them and finally run them through the postage machine. When you're doing 700 or so it does become a good-sized project. We took advantage of the opportunity to include the annual Water Quality Report and get it mailed with no extra work or postage. Fortunately with the Water Quality Report, tape and label the items were 0.95 ounces so we just snuck in at \$.45 per unit.
8. Emergency Preparedness Committee. I've been attending the EPC meetings with Scott. At this time I'm taking minutes with the plan to take over more responsibilities for the Committee as I get more familiar with it.



Public Works Report April 19, 2012

Karl Frink, Public Works Superintendent

Water:

- *Billing Support*- Follow through on customer service support and requests.
- *Meter reading* – Water meters have been read for the month of April.
- *Distribution System* – One small water leak has been repaired. No water meters have been replaced.
- *Cross Connection Program*- I continue to work on the annual inspections of the water system to identify and correct any unsafe condition that may exist.
- *Water Treatment Plant* –The emergency response plan and operations and maintenance manual are under construction. Progress is slow, but slowly moving forward. Filter #2 has been cleaned, scraped and is currently seasoning to go back online next week. All of the water quality monitoring instruments have been calibrated per the drinking water program requirements.

Sewer:

- *North Lagoons* – Public Works began discharging from this facility on March 19th and finished on April 8th. A total of 21.934 million gallons of treated effluent was discharged into the Calapooia River. The staff gauges have been cleaned at this facility. The influent pH meter has been calibrated.
- *South Lagoons*- Public Works began discharging again from this facility on April 9th, and will continue to discharge until the lagoon levels reach the desired level for the end of the season. To date, 11.274 million gallons of treated effluent has been discharged into the Calapooia River. The staff gauges and other related equipment has been cleaned and maintained as needed. The influent pH probe has been replaced. The influent pH meter has been calibrated.
- *Collection System*- There were no sewer back-ups this month. Public works routinely inspects the sanitary sewer system for any potential problems that may arise.
- *Misc.* – The emergency response plan for the wastewater system is still in the process of being updated.

Streets:

- *Mowing/Tree Maintenance* – Tree maintenance continues on an as needed basis.
- *Asphalt/ Gravel Road Maintenance* – All the gravel streets in town will be graded in the month of April. We are currently waiting for the streets to dry up a bit in order to achieve better compaction of the gravel when graded.
- *Storm Drainage* – No additional drainage work has been done at this time.
- *Signs*- Several sign posts and signs have been straightened and adjusted as needed.

Parks:

- *Pioneer Park* –The kitchen remodel work is almost complete. The countertops are the last piece to be replaced. We are waiting for slightly warmer weather to finish this portion of the project. The park was opened up on March 30th. The grass has been

mowed, all of the branches and debris has been picked up, restrooms opened and port-a-potties are in place until the new restrooms are complete.

- *Blakely Park* – This park is mowed and maintained weekly.
- *Kirk's Ferry Park* – This park is mowed and maintained weekly.
- *Remington Park* – This park is mowed and maintained weekly.

Cemetery:

- *Grounds* – Public works will be mowing the cemetery the week of April 23rd.

Library:

- *Grounds* – This facility is mowed and maintained weekly.
- *Buildings* – Nothing to report at this time.

Downtown

- *Restrooms* – This facility is cleaned every Friday, or more often needed. The grass around the facility is mowed and maintained weekly.
- *Garbage cans* – Down town garbage cans are emptied every Friday, or more frequently as noticed.
- *Parking Lot* – This area is kept clean as needed.
- *Misc.* – Public works has been cleaning and maintaining the downtown sidewalks weekly.

City Hall:

- *Buildings* – Nothing to report at this time.
- *Grounds* – The grass is mowed and maintained weekly.
- *Community Center* – Nothing to report at this time.

Rec. Center:

- *Grounds* – The grass is mowed and maintained weekly.
- *Buildings* – The gym floor 2nd refinishing is complete. The fire alarm system is scheduled to be repaired in the near future. Some of the current smoke detectors will be replaced with heat detectors, minimizing the number of false alarms from this facility.

Public Works:

- *Grounds* – The grass is mowed and maintained weekly.
- *Buildings* – The phone line failed and has been replaced.
- *Misc.* – Preventative maintenance is being performed on all the vehicles and equipment.



Library Advisory Board

Librarian's Report

March 2012

Here are a few facts about our library the month of March 2012. We have received 1 new book for the library. Volunteers donated 172.75 hours to our library. There were 1,480 materials checked out. 194 Non-fiction books; 558 adult fiction books; 84 large print books; 245 children's books; 275 junior books; 25 junior reference books and 99 audio materials. One more fact you might find interesting is there were 90 children and adults who participated in Story Time this month.

Volunteers have been continuing work on a full inventory. During the course, there have been many books found that have no barcode. In some cases, the book was missed in the original entry cycle. In other cases, the label has come off for one reason or another and the barcode needs to be updated. A grant for a Cricut machine has been submitted to the Brownsville Community Foundation. This machine will help library staff to better advertise, promote and celebrate programs and services here at the library. The Library will be closed the week of June 19-23. National Library Week is April 8 – 14, 2012. This years' theme is 'You Belong @ Your Library'. Amnesty Week will occur this week. Rhoda Fleischman continues to work magic within our display cases. Lego Mania will continue through April 19. Our young library patrons have enjoyed bringing in their creations for us to enjoy. Our Summer Reading Program team is gearing up for this year's 'Dream Big' programing.

Respectfully submitted,
Sherri Lemhouse,
Librarian

**BROWNSVILLE MUNICIPAL COURT MONTHLY REPORT
STATISTICAL REPORT FOR THE MONTH OF FEBRUARY 2012**

Offense Class	Pending First Day	Filed	Closed	Pending Last Day	Trials
Misdemeanors	16	0	1	15	0
Violations	32	4	2	34	
Contempt/Other	75	0	0	75	
TOTALS	123	4	3	124	0

BALANCE SHEET FOR THE MONTH OF MARCH 2012

Court Revenue

Court Payments

Total Deposits +	\$ 1,723.00	City	\$1,464.80
Total Bail Forfeits +	\$ -	Restitution	\$ -
Total Bail/Bank Fees -	\$ -	Unitary Assessment	\$ 141.88
Total Bail Held -	\$ 100.00	Linn County	\$ 16.32
* Total Refund/Rest -	\$ -	State Misc.	\$ -
Total NSF's -	\$ -	DUII Surcharge	\$ -

TOTAL COURT REVENUE	<u>\$ 1,623.00</u>	TOTAL COURT PAYMENTS	<u>\$1,623.00</u>
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Credit given for Community Service \$ -

Other Credit Allowed Against Fines \$ -

TOTAL NON-REVENUE CREDIT ALLOWED \$ -

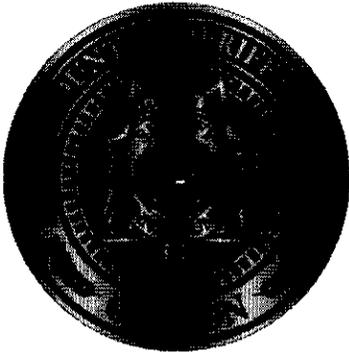
TOTAL CASH PAYMENTS TO:

CITY	\$ 1,464.80
STATE	\$ 141.88
COUNTY	\$ 16.32

*REFUND/RESTITUTION \$ -

ACCOUNTS RECEIVABLE:

BEGINNING	\$ -
ENDING	\$ -



LINN COUNTY SHERIFF'S OFFICE

Tim Mueller, Sheriff
1115 SE Jackson Albany, OR 97322
Phone: (541) 967-3950
www.LinnSheriff.org

2012

MONTHLY REPORT TO THE CITY OF BROWNSVILLE FROM THE LINN COUNTY SHERIFF'S OFFICE

FOR THE MONTH OF:

MARCH

TRAFFIC CITATIONS: -----	3
TRAFFIC WARNINGS: -----	8
TRAFFIC CRASHES: -----	0
ADULTS CITED / VIOLATIONS: -----	0
ADULTS ARRESTED: -----	1
JUVENILES CITED / VIOLATIONS: -----	0
JUVENILES ARRESTED: -----	0
COMPLAINTS/INCIDENTS INVESTIGATED: -----	42

TOTAL HOURS SPENT IN: BROWNSVILLE 272

70 PERCENT COVERAGE OF TWO DEPUTIES PER MONTH= 202 HOURS

**Tim Mueller,
Sheriff, Linn County**

By: Sgt. Brad Kelley

CAD Call#	DATE	TIME	CALL DESCRIPTION	ST. #	ADDRESS	CITY	CD UNIT	DESCRIPTION
120910291	3/31/12	18:48:29	DISTB-OTHER	PATRL RPT#2 City Incident Report	903 -ASH ST	Brownsville	756	No Additional Report Necessary
120900286	3/30/12	17:25:53	DISTB-NOISE	723	KIRK AV	Brownsville	756	No Additional Report Necessary
120900111	3/30/12	9:59:41	WELF CHECK	147	GALBRAITH ST	Brownsville	728	No Additional Report Necessary
120900011	3/30/12	1:03:59	SUSP-VEHICLE	419	N MAIN ST	Brownsville	759	MDT Narrative Update
120900005	3/30/12	0:25:00	PHONE-HARASSMENT	606	ROBE ST	Brownsville	721	No Additional Report Necessary
120890154	3/29/12	13:55:56	NEG BAD CHECK	304	N MAIN ST	Brownsville	703	Incident Report
120880019	3/28/12	1:57:11	SUSP-VEHICLE	303	W BISHOP WY	Brownsville	717	No Additional Report Necessary
120870096	3/27/12	8:10:45	IDENTITY THEFT	322	KIRK AV	Brownsville	752	No Additional Report Necessary
120860172	3/26/12	12:31:21	Trf Speed Viol	200	N MAIN ST	Brownsville	755	CITE ISSUED - SPEEDING VIOLATION
120860148	3/26/12	11:27:51	FRAUD	109	SPAUDING AV	Brownsville	752	Incident Report
120850305	3/25/12	23:53:34	DOG COMPLAINT	235	HUNTER ST	Brownsville	759	CAD Report
120840141	3/24/12	12:24:13	THEFT-RPT	145	GALBRAITH ST	Brownsville	733	Incident Report
120840027	3/24/12	2:04:27	SUSP-CIRCUMSTANCES	419	N MAIN ST	Brownsville	768	Incident Report
120830240	3/23/12	15:33:08	DISTB-OTHER	220	KIRK AV	Brownsville	763	Incident Report
120830128	3/23/12	10:31:18	SUSP-VEHICLE	1119	ASH ST	Brownsville	706	No Additional Report Necessary
120820331	3/22/12	18:45:39	DOG COMPLAINT	373	KIRK AV	Brownsville	756	No Additional Report Necessary
120820299	3/22/12	17:20:17	WELF CHECK	600	LOUCKS WY	Brownsville	708	No Additional Report Necessary
120820095	3/22/12	8:36:03	CRIM MISCHIEF	306	KISLING AV	Brownsville	762	Incident Report
120820071	3/22/12	7:19:19	EXTRA PATROL	210	NORTH AV	Brownsville	762	NARN Extra Patrol
120810472	3/21/12	22:24:44	DISTB-OTHER	217	KIRK AV	Brownsville	708	No Additional Report Necessary
120800252	3/20/12	16:19:34	WELF CHECK	729	N MAIN ST	Brownsville	767	No Additional Report Necessary
120790351	3/19/12	20:21:51	SUSP-VEHICLE	204	W BISHOP WY	Brownsville	754	No Additional Report Necessary
120790237	3/19/12	14:30:29	FIRE ARMS COMPL	100	E WASHINGTON A	Brownsville	703	No Additional Report Necessary
120790226	3/19/12	13:52:58	PARKING COMPL	382	KIRK AV	Brownsville	703	No Additional Report Necessary
120790202	3/19/12	13:00:54	WELF CHECK	705	WASHBURN ST	Brownsville	703	No Additional Report Necessary
120790176	3/19/12	11:37:30	ANIMAL COMPLAINT - NON	365	KIRK AV	Brownsville	703	No Additional Report Necessary
120780228	3/18/12	16:31:20	CRIM MISCHIEF	35700	KIRK AV	Brownsville	756	Incident Report
120770214	3/17/12	15:25:19	WELF CHECK	27899	SEVEN MILE LN	Brownsville	756	No Additional Report Necessary
120760310	3/16/12	17:42:41	DISTB-DOMESTIC	217	KIRK AV	Brownsville	756	No Additional Report Necessary
120760107	3/16/12	9:22:03	Trf Speed Viol	300	WASHBURN ST	Brownsville	756	WARNING - SPEEDING VIOLATION
120750336	3/15/12	21:13:58	Trf Aggressive Driver	903	WASHBURN ST	Brownsville	703	WARNING - SPEEDING VIOLATION
120730161	3/13/12	10:40:10	ALARM - POLICE	145	PARK AV	Brownsville	756	No Additional Report Necessary
120730106	3/13/12	8:39:55	Trf Equipment Viol	220	S MAIN ST	Brownsville	756	CITE ISSUED - EQUIPMENT VIOLATION
120720297	3/12/12	16:52:56	Trf Aggressive Driver	100	E HWY 228	Brownsville	756	CITE ISSUED - AGGRESSIVE DRIVER
120720229	3/12/12	13:42:58	WARRANT SERV	217	KIRK AV	Brownsville	756	No Additional Report Necessary
120710209	3/11/12	16:00:18	ALARM - POLICE	145	PARK AV	Brownsville	772	No Additional Report Necessary
120690366	3/09/12	20:11:24	SUSP-CIRCUMSTANCES	27917	SEVEN MILE LN	Brownsville	703	No Additional Report Necessary
120680332	3/08/12	18:05:10	SECURITY CHECK	331	E BLAKELY AV	Brownsville	756	No Additional Report Necessary
120680181	3/08/12	12:38:42	TRESPASS *IN PROGRESS	108	E BLAKELY AV	Brownsville	702	No Additional Report Necessary
120670089	3/07/12	8:06:11	SUSP-CIRCUMSTANCES	147	GALBRAITH ST	Brownsville	756	No Additional Report Necessary

CAD Call#	DATE	TIME	CALL DESCRIPTION	ST. #	ADDRESS	CITY	CD UNIT	DESCRIPTION
120670083	3/07/12	7:48:29	Trf Equipment Viol	700	PATROL RPT#2 City Incident Report 700 W HWY 228	Brownsville	756	WARNING - EQUIPMENT VIOLATION
120660413	3/06/12	23:27:44	BIKE - OUT WITH	100	W WASHINGTON A	Brownsville	733	WARNING - EQUIPMENT VIOLATION
120650107	3/05/12	9:06:11	WELF CHECK	623	WASHBURN ST	Brownsville	724	No Additional Report Necessary
120640282	3/04/12	17:28:29	WELF CHECK	158	WASHBURN ST	Brownsville	762	Incident Report
120630374	3/03/12	22:59:14	DISTB-NOISE	517	TEMPLETON ST	Brownsville	752	No Additional Report Necessary
120630306	3/03/12	19:00:57	DISTB-DOMESTIC	119	E BLAKELY AV	Brownsville	762	No Additional Report Necessary
120630207	3/03/12	14:11:49	ALARM - POLICE	400	HUME ST	Brownsville	756	No Additional Report Necessary
120630163	3/03/12	11:38:09	ALARM - POLICE	400	HUME ST	Brownsville	717	No Additional Report Necessary
120620036	3/02/12	3:15:11	Trf Speed Viol	200	TEMPLETON ST	Brownsville	733	WARNING - SPEEDING VIOLATION
120620033	3/02/12	3:02:50	Trf Speed Viol	200	TEMPLETON ST	Brownsville	733	WARNING - SPEEDING VIOLATION
120610375	3/01/12	21:48:41	DOG COMPLAINT	125	MOODY CT	Brownsville	778	No Additional Report Necessary
120610046	3/01/12	4:28:14	Trf Speed Viol	800	W BISHOP WY	Brownsville	733	WARNING - SPEEDING VIOLATION
120610043	3/01/12	4:19:13	Trf Speed Viol	800	W BISHOP WY	Brownsville	733	WARNING - SPEEDING VIOLATION

RESOLUTION NO. 677

A RESOLUTION EXTENDING CITY OF BROWNSVILLE WORKERS' COMPENSATION COVERAGE TO VOLUNTEERS OF CITY OF BROWNSVILLE.

WHEREAS, the City of Brownsville elects the following:

1. Pursuant to ORS 656.031, workers' compensation coverage will be provided to the classes of volunteer workers listed on the attached Volunteer Election Form.
2. Non-public safety volunteers will keep track of their hours and have their assumed payroll reported in the correct class code for the type of work being performed using Oregon minimum wage; and
3. Court-mandated community service workers/inmates on work release may be covered for workers' compensation benefits by the sentencing court. Coverage will be determined prior to work inception and stipulated to in writing between the City of Brownsville and the respective sentencing court. Court-mandated volunteers will keep track of their hours and have their assumed payroll reported in Class Code 7720V using Oregon minimum wage; and
4. A roster of active volunteers will be kept monthly for reporting purposes. The City shall update the current list of volunteers utilizing the CIS Web portal. It is acknowledged that City/County Insurance Services (CIS) may request copies of these rosters during year-end audit; and
5. Unanticipated volunteer projects or exposure not addressed herein will be added onto the City of Brownsville's coverage agreement (1) by endorsement, (2) with advance notice to CIS, and (3) allowing two weeks for processing it is hereby acknowledged that coverage of this type cannot be backdated.
6. An aggregate assumed annual wage of \$2,500 will be used per volunteer board, commission and/or council for the performance of their administrative duties.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROWNSVILLE, a Municipal Corporation of the State of Oregon, to provide for workers' compensation insurance coverage as indicated.

Introduced and adopted this 24th day of April 2012.

Don Ware, Mayor

S. Scott McDowell, City Administrator

This resolution is updated annually.

RESOLUTION NO. 678

**A RESOLUTION VERIFYING SERVICES PROVIDED BY THE
CITY OF BROWNSVILLE IN ACCORDANCE WITH THE
DEPARTMENT OF ADMINISTRATIVE SERVICES
REQUIREMENTS FOR STATE-SHARED REVENUES**

WHEREAS, Oregon Revised Statutes (ORS) 221.760 provides as follows:

Section 1. The office responsible for disbursing funds to cities under ORS 323.455, 366.785 to 366.820 and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse such funds only if the city provides four or more of the following services:

- (1) Police Protection,
- (2) Street construction, maintenance and lighting,
- (3) Sanitary Sewer,
- (4) Storm Sewers,
- (5) Planning, zoning, and subdivision control,
- (6) Water,
- (7) Library Services,
- (8) Municipal Court and
- (9) Parks;

WHEREAS, city officials recognize the desirability of assisting the state officer responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROWNSVILLE, a Municipal Corporation of the State of Oregon, hereby certifies that it provides the following municipal services enumerated in Section 1, ORS 221.760:

- (1) Police Protection,
- (2) Street construction, maintenance and lighting,
- (3) Sanitary Sewer,
- (4) Storm Sewers,
- (5) Planning, zoning, and subdivision control,
- (6) Water Utility,
- (7) Library Services,
- (8) Municipal Court and (9) Parks;

PASSED AND ADOPTED by the Council of the City of Brownsville this 24th day of April, 2012.

S. Scott McDowell
City Administrator

Don Ware
Mayor



PROCLAMATION
OLDER AMERICANS MONTH
OLDER AMERICANS: NEVER TOO OLD TO PLAY!
MAY 2012

Whereas, 17,967 in Linn County, 10,269 citizens aged 65 and over make their home in Benton County and 9,989 in Lincoln County; and

Whereas, The City of Brownsville is committed to helping all individuals maintain their health and independence in later life; and

Whereas, the older adults in City of Brownsville have an important role in sharing knowledge, wisdom, and understanding of the history of our community through interactions with children, youth, and adults from other generations; and

Whereas, the fruits of knowledge and experience can be effectively transferred from generation to generation through meaningful social interactions; and

Whereas, their interactions with family, friends, and neighbors across generations enrich the lives of everyone involved; and

Whereas, our community can provide opportunities to enrich citizens young and old by:

- Emphasizing the value of including elders in public and family life
- Creating opportunities for older Americans to interact with people of different generations
- Providing services, technologies, and support systems that allow older adults to participate in social activities in the community

Now Therefore, I of Brownsville, Oregon do hereby proclaim May 2012 to be Older Americans Month. I urge every citizen to take time this month to engage with our older citizens through enjoyable social interactions such as sports, games, contests and other forms of play.

Date this 24th day of April, 2012

ATTEST:

APPROVED:

S. Scott McDowell
City Administrator

Don Ware
Mayor



Oregon

John A. Kitzhaber, MD, Governor

Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
Phone: (503) 378-2911
Fax: (503) 373-7833
TTY: (503) 373-7857

April 2, 2012

Scott McDowell
City of Brownsville
255 N Main St
Brownsville OR 97327

RE: FEMA-DR-4055-OR
PA 043-09050

Dear Mr. McDowell:

Enclosed are three copies of the formal contract that will need to be signed by your jurisdiction in order to receive federal disaster relief funding for Public Assistance for DR-4055-OR. This contract is a follow-up to the Request for Public Assistance that your agency has filed with FEMA, and is the official contract by which you will be receiving your disaster assistance.

We would ask that you return these contract copies to our agency as soon as possible as they will need to be signed by both parties before any funding can be processed. The contract will need to be signed by someone with the authority to obligate your jurisdiction (such as an elected official or chief financial officer). Be sure to fill in the information needed on Page 10. After both parties have signed the contracts, a copy with original signatures will be returned to you for your records.

In the near future, you will receive a packet including Project Work Sheets (PW), Project Completion and Certification forms (P4 forms), Project Application Summary (P2 forms) and Payment Request Forms. In addition, you may receive a Statement of Documentation and Final Inspection Report. This report is only necessary with large projects (over \$66,400) that are not 100% complete at the time the PW was written. Please keep these forms for future use.

If you have any questions, please contact me at (503) 378-2911 ext. 22235.

Sincerely,

Julie Slevin
Public Assistance Officer

Enclosures

STATE OF OREGON
OREGON EMERGENCY MANAGEMENT
INFRASTRUCTURE CONTRACT 4055-DR-OR

1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the State of Oregon, by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM" and the City of Brownsville, hereinafter referred to as the "SUBGRANTEE".

WHEREAS the President of the United States has declared that a major disaster exists in the State of Oregon based on damage resulting from the Severe Winter Storm, Flooding, Landslides and Mudslides on January 17-21, 2012 and

WHEREAS OEM is authorized by the 2012 FEMA-State Agreement for the 2012 Severe Winter Storm, Flooding, Landslides and Mudslides to execute on behalf of the State of Oregon all necessary documents for public assistance, including approval of sub-grants and certification of claims;

THEREFORE, the Parties mutually agree to the following:

2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by OEM. Under the authority of Presidential Major Disaster Declaration FEMA 4055-DR-OR, OEM is reimbursing the SUBGRANTEE for those eligible costs and activities necessary for the repair and restoration of public facilities damaged during the period of January 17-21, 2011, in the manner described herein.

3.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by the SUBGRANTEE under this Agreement shall be those activities which occurred on or subsequent to the incident period defined in the FEMA-State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close out and audit. This period shall be referred to as the "Agreement Period."

4.0 CLOSE-OUT

It shall be the responsibility of OEM to issue close-out instructions to the SUBGRANTEE upon completion of the project(s).

5.0 FUNDING

OEM will administer the disaster assistance program and reimburse any eligible costs for eligible projects to the SUBGRANTEE which are identified under the auspices of the Presidential Major Disaster Declaration FEMA-4055-DR-OR. It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

The parties understand that FEMA will contribute 75 percent of the eligible costs for any eligible project, that a subgrantee allowance may be made at the end of a project, subject to FEMA approval of documentation submitted by OEM and as provided for in subsection 3 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement.

The SUBGRANTEE will commit and is responsible for providing the required 25 percent match to any eligible project for the SUBGRANTEE which has been identified under the Presidential Major Disaster Declaration FEMA-4055-DR-OR and for which funding is authorized by state and federal officials.

6.0 PAYMENTS

OEM, using funds granted for the purposes of the Presidential Major Disaster Declaration from FEMA, shall issue payments to the SUBGRANTEE as follows:

1. Small Projects:
 - a) Small Projects are eligible for funding up to an amount designated by FEMA as provided in 44 CFR 206.205(a). For FEMA-4055-DR-OR, that amount is \$66,400.
 - b) Payments are made for all small projects to the SUBGRANTEE upon submission of a State of Oregon Disaster Assistance Payment Request to OEM, and the subsequent approval by OEM.
2. Large Projects
 - a) Large Projects are eligible for funding in excess of the amount allowed for Large Projects, as provided in 44 CFR 206.205(b).
 - b) Partial Payments: Partial payment of funds for costs already incurred on large projects may be made to the SUBGRANTEE upon submission of a State of Oregon Disaster Assistance Payment Request, with appropriate supporting documentation, to OEM, upon approval by OEM.
 - c) Final Payment: Final payment will be made upon submission by the SUBGRANTEE of CERTIFICATION OF LARGE PROJECT COST, completion of project(s), completion of all final inspections by OEM, and final approval by FEMA. Final payment may also be conditioned upon a financial review, if determined necessary by OEM or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.

All payment requests shall be made on a State of Oregon Disaster Assistance Payment Request Form to OEM, which references the appropriate Project Worksheet (PW), and appropriate documentation as required.

3. Funding shall not exceed the total federal contributions eligible for the repair and restoration costs under this Presidential Major Disaster Declaration FEMA-4055-DR-OR. On Large Projects, OEM reserves the right to make any inspection prior to release of any payment or at any time during the duration of this agreement.

7.0 RECORDS MAINTENANCE

The SUBGRANTEE shall maintain books, records, documents, and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by OEM personnel, other personnel duly authorized by OEM, the Secretary of State's Audits Division or the United States Inspector General. The SUBGRANTEE will retain all books, records, documents, and other material relevant to this Agreement for six years after date of final payment, or an extended period as established by FEMA in 44 CFR 13.42.

8.0 PROPERTY/EQUIPMENT MANAGEMENT AND RECORDS CONTROL AND RETENTION OF RECORDS

1. Property/Equipment Management and Records Control. The Subgrantee agrees to comply with all requirements set forth in 44 CFR Part 13 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the following requirements:
 - a. All property/equipment purchased under this agreement, whether by the Subgrantee or a subcontractor, will be recorded and maintained in the Subgrantee's property/equipment inventory system.
 - b. The Subgrantee shall maintain property/equipment records that include: a description of the property/equipment, the manufacturer's serial number, model number, or other identification number, the source of the property/equipment, including the, Project Worksheet number, Catalog of Federal Domestic Assistance (CFDA) number, who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost, the location, use and condition of the property/equipment, and any ultimate disposition data including the date of disposition and sale price of the property/equipment.
 - c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
 - d. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property/equipment. Any loss, damage or theft shall be investigated.
 - e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
 - f. If the Subgrantee is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.

The SUBGRANTEE shall include these requirements in any subcontracts.

10.0 RECOVERY OF FUNDS

In the event that the SUBGRANTEE fails to complete the project(s), fails to expend or is overpaid federal funds in accordance with federal or state disaster assistance laws or programs, or is found by audit or investigation to owe funds to the State or to FEMA, OEM reserves the right to recapture funds in accordance with federal or state laws and requirements. Repayment by the SUBGRANTEE of funds under this recovery provision shall occur within 30 days of demand. In the event that OEM is required to initiate legal proceedings to enforce this recovery provision, OEM shall be entitled to its costs thereof, including reasonable attorney fees.

The SUBGRANTEE shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further the SUBGRANTEE shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the SUBGRANTEE obtains recovery from a responsible party, the SUBGRANTEE shall first be reimbursed its reasonable costs of litigation from such recovered funds. The SUBGRANTEE shall pay to the state the proportionate federal share of all project funds recovered in excess of costs of litigation.

11.0 CONFLICT OF INTEREST

The SUBGRANTEE will prohibit any employee, governing body, contractor, subcontractor or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244.

12.0 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

13.0 ASSIGNMENT

This Agreement, and any claim arising under this Agreement, is not assignable or delegable by the SUBGRANTEE either in whole or in part.

14.0 SUBCONTRACTS FOR ENGINEERING SERVICES

In the event that the SUBGRANTEE subcontracts for engineering services, the SUBGRANTEE shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's subcontract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with the SUBGRANTEE for the benefit of the SUBGRANTEE of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the subcontract shall constitute a material breach of

the subcontract and cause for subcontract termination. The SUBGRANTEE shall cause the subcontractor to provide it with a 30 day notice of cancellation issued by the insurance company.

15.0 APPEALS

Consistent with the Code of Federal Regulations, 44 CFR 206.206, the SUBGRANTEE may appeal any determination previously made related to the federal assistance for the SUBGRANTEE. The SUBGRANTEE's appeal shall be made in writing and submitted to OEM within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the SUBGRANTEE's position.

Upon receipt of a SUBGRANTEE's appeal, OEM will review the material submitted, make such additional investigations as necessary, and shall forward the appeal with a written recommendation to FEMA within 60 days. Within 90 days following receipt of the appeal, FEMA shall advise OEM, in writing, as to the disposition of the appeal or the need for additional information. If the decision is to grant the appeal, then FEMA will take the appropriate implementing action.

16.0 GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OEM and SUBGRANTEE that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon. SUBGRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

17.0 TERMINATION

1. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon giving thirty (30) days written notice to the other party. In the event of termination of this Agreement, each party shall be liable only for project costs and allowable expenses incurred by the other party, prior to the effective date of termination.
2. OEM may terminate all or part of this Agreement or may change project specifications if there is a reduction in federal funds which are the basis for this Agreement.
3. OEM may terminate this Agreement, in whole or in part, immediately upon written notice to SUBGRANTEE, or at such later date as OEM may establish in such notice, if SUBGRANTEE commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement. In its notice, OEM may permit SUBGRANTEE an opportunity to cure the breach, default or Failure in such time and on such terms as OEM may specify in such notice.

18.0 WAIVERS

The failure of OEM to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

19.0 INDEMNIFICATION

To the extent permitted by any constitutional and statutory limitations applicable to SUBGRANTEE, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, the SUBGRANTEE shall, as required by ORS 401.145(2), indemnify, defend, save and hold harmless the United States and its agencies, officers, employees, agents and members, and the State of Oregon and its agencies, officers, employees, agents and members, from and against all claims, damages, losses, expenses, suits or actions of any nature arising out of or resulting from the activities of SUBGRANTEE, its agencies, officers, employees, agents, members, contractors or subcontractors under this Agreement.

20.0 SUBGRANTEE ASSURANCES

SUBGRANTEE represents and warrants to OEM as follows:

1. SUBGRANTEE is political subdivision of the State of Oregon. SUBGRANTEE has full power, authority and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
2. This Agreement has been duly authorized, executed and delivered on behalf of Subgrantee and constitutes the legal, valid and binding obligation of Subgrantee, enforceable in accordance with its terms.
3. The SUBGRANTEE hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter "Stafford Act"); 44 CFR Parts 7, 13, 17, 18 and 206, and Subchapters B, C and D; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122 and A-133; the Oregon State Public Assistance Administrative Plan DR4055; Wages, Hours and Records Laws (ORS Chapter 652) Conditions of Employment Laws (ORS Chapter 643) and Unemployment Insurance Laws (ORS Chapter 657).
4. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
5. The SUBGRANTEE will operate and maintain the facilities being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such facilities.

6. The SUBGRANTEE will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. SUBGRANTEE will, prior to the start of any construction activity, ensure that all applicable federal, state and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act and all other federal and state environmental laws.
7. The SUBGRANTEE will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.
8. The SUBGRANTEE will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
9. The SUBGRANTEE shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, color, sex, religion, national origin, marital status, or disability (physical or mental) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement (Executive Order 11246, 11375, 41 CFR Chapter 60). A violation of this provision is a material breach and cause for termination under Section 17.0 of this Agreement.
10. The SUBGRANTEE shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement.
11. The SUBGRANTEE agrees to provide the existing prevailing rate of wage according to ORS 279C.800 to 279c.870 and, if applicable, the federal prevailing rate of wage required under the federal Davis-Bacon Act (40 U.S.C 3141 et seq.) that must be paid to workers in each trade or occupation that is used in performing all or part of this agreement.
12. The SUBGRANTEE and its contractors, subcontractors and other employers providing work, labor or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including SUBGRANTEE, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.
13. Subgrantee will comply, and will ensure that other entities comply, with the Buy American Act (41 USC 10a et seq.) when expending funds received under this Agreement.

14. Subgrantee will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
15. Subgrantee will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
16. Notice of awarding agency requirements and regulations pertaining to reporting.
– Reporting requirements: The Subgrantee will submit a Quarterly Project Status Report (OEM Form) on all Large projects to OEM on a 3-month interval. OEM will submit quarterly progress reports to FEMA that will contain the status of all large projects that have not received final payment. The first quarterly report will be submitted on a quarterly schedule mutually agreed upon between FEMA and OEM. Quarterly reports after that date will be due in OEM by July 15, October 15, January 15 and April 15.
17. Subgrantee will comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
18. Subgrantee shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

OEM makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBGRANTEE.

22.0 ACKNOWLEDGMENTS

The SUBGRANTEE shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to this project in any release or other publication developed or modified for, or referring to the project.

23.0 INSURANCE

The SUBGRANTEE will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

24.0 SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions and applications of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

25.0 HEADINGS

The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

26.0 AGREEMENT ADMINISTRATION

The Parties' representatives for purposes of this agreement are:

For SUBGRANTEE:

NAME
TITLE
ADDRESS
CITY
Phone:
Fax:

For OEM:

Paulina Layton
Alternate Governor's Authorized Representative
Oregon Emergency Management
P. O. Box 14370
Salem, OR 97309-5062
Phone: (503)378-2911, ext 22292
Fax: 503-373-7833

Notices under this agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver, and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

27.0 ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. Any additional terms and conditions imposed by the Federal Emergency Management Agency or OEM will be incorporated into an amendment to this Agreement. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, OEM and the SUBGRANTEE have executed this Agreement as of the date and year written below.

Paulina Layton, Alternate GAR
Office of Emergency Management
Date:

Subgrantee Signature
Printed Name:
Title:
Date:

APPROVED
FOR LEGAL SUFFICIENCY

SUBGRANTEE - PLEASE PRINT THE
FOLLOWING TO EXPEDITE PROCESSING

Steve Wolf
Assistant Attorney General
By Email
DATE: 3/23/12

Federal Tax ID No. (TIN):

DUNS #:

Organization:

Oregon Emergency Management
P. O. Box 14370
Salem, OR 97309-5062
CFDA: 97-036

Address:

Phone:

March 28, 2012

City of Brownsville
P.O. Box 188
Brownsville, OR 97327

Attn: S. Scott McDowell

RE: Calapooia River Crossing Replacement

Dear Scott,

Please find the attached construction cost estimates for the Calapooia River waterline crossing repair work. As requested, we have included two estimates; a repair of the existing line under the east river bank and a repair (replacement) of the line under the river bed. Because we do not know where the actual failure has occurred, we must consider both options.

Repairing the angled line under the east river bank will require excavating the river bank down to the existing line and replacing a section of the existing line with 12" restrained joint ductile iron waterline. To ensure the break is fully encompassed in the repair, we have figured approximately 100 linear feet of waterline replacement.

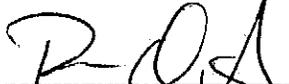
If it is determined the line under the river has ruptured in one or more places, a full replacement repair will be required. Repairing the line under the river bed will require open cut trenching across the river, with the installation of approximately 250 linear feet of 12" restrained joint waterline.

The cost estimates include river water diversion and river bank restoration, as both cases will require extensive work within the limits of the Calapooia River. Additionally, extensive environmental coordination, in the forms of environmental, biological and archeological reviews, will be necessary and are included in the estimate.

It should be noted that these costs are figured for a time when the river is at its lowest flow. Any increase in flows during the construction that would compromise the required in river coffer dams will certainly increase the cost of construction for both options.

We look forward to serving the City on this important project. If you have any questions, please feel free to call.

Sincerely,
ERWIN CONSULTING ENGINEERING, LLC



Ryan H. Quigley, P.E.

Enclosure

City of Brownsville, Oregon
 Calapooia Waterline River Crossing
 East River Bank Repair
 March 28, 2012

Item	Description	Qty	Unit	Unit Price	Item Total	Sub-Totals
1	River Diversion					
a.	Coffer Dam	ALL	L.S.	Lump Sum	\$ 30,000	
b.	Pumping	ALL	L.S.	Lump Sum	\$ 15,000	\$ 45,000
2	Waterline Repair					
a.	12" Ductile Iron (restrained joint)	100	L.F.	\$ 86.00	\$ 8,600	
b.	Pipe Fittings and Materials	ALL	L.S.	Lump Sum	\$ 11,000	
c.	Abandon Existing	ALL	L.S.	Lump Sum	\$ 3,500	\$ 23,100
3	Excavation & Backfill					
a.	Excavation	200	C.Y.	\$ 28.00	\$ 5,600	
b.	Crushed Rock Backfill	250	TON	\$ 17.00	\$ 4,250	
c.	Native Backfill	100	C.Y.	\$ 16.00	\$ 1,600	
d.	Foundation Stabilization	50	C.Y.	\$ 55.00	\$ 2,750	
e.	Surface Restoration/Bank Stabilization	ALL	L.S.	Lump Sum	\$ 15,000	
f.	Dewatering/Shoring	ALL	L.S.	Lump Sum	\$ 10,220	\$ 39,420
	Mobilization & Bond					\$ 10,752
	Construction Total					\$ 118,272
	Construction Contingency					\$ 11,827
	Environmental Coordination (Environmental Review/Biological Assessment/Archeological Survey)					\$ 60,000
	Engineering & Project Construction Administration (25% of Const. Cost)					\$ 32,525
	Total Project					\$ 222,624

Note: This cost estimate is based on completing the work during a time when the Calapooia River is at its lowest flow. Any increase in flow during construction that would compromise the required in river coffer dams will increase the cost of construction.



City of Brownsville, Oregon
 Calapooia Waterline River Crossing
 Full River Width/Open Cut Repair Estimate
 March 28, 2012

Item	Description	Qty	Unit	Unit Price	Item Total	Sub-Totals
1	River Diversion					
a.	Coffer Dams	ALL	L.S.	Lump Sum	\$ 50,000	
b.	Pumping (water diversion)	ALL	L.S.	Lump Sum	\$ 30,000	\$ 80,000
2	Waterline Repair					
a.	12" Ductile Iron (restrained joint)	250	L.F.	\$ 86.00	\$ 21,500	
b.	Pipe Fittings and Materials	ALL	L.S.	Lump Sum	\$ 20,000	
c.	Abandon Existing	ALL	L.S.	Lump Sum	\$ 5,000	\$ 46,500
3	Excavation & Backfill					
a.	Excavation	410	C.Y.	\$ 28.00	\$ 11,480	
b.	CDF Backfill	185	C.Y.	\$ 80.00	\$ 14,800	
c.	Crushed Rock Backfill	350	TON	\$ 17.00	\$ 5,950	
d.	Native River Bed Backfill	250	C.Y.	\$ 36.00	\$ 9,000	
e.	Foundation Stabilization	150	C.Y.	\$ 55.00	\$ 8,250	
f.	Surface Restoration/Bank Stabilization	ALL	L.S.	Lump Sum	\$ 30,000	
g.	Dewatering/Shoring	ALL	L.S.	Lump Sum	\$ 27,818	\$ 107,298
	Mobilization & Bond					\$ 23,380
	Construction Total					\$ 257,178
	Construction Contingency					\$ 25,718
	Environmental Coordination (Environmental Review/Biological Assessment/Archeological Survey)					\$ 60,000
	Engineering & Project Construction Administration (25% of Const. Cost)					\$ 70,724
	Total Project					\$ 413,619

Note: This cost estimate is based on completing the work during a time when the Calapooia River is at its lowest flow. Any increase in flow during construction that would compromise the required in river coffer dams will increase the cost of construction.



EXPIRES: 12/31/12

Laura A. Schroeder
Licensed in Oregon, Idaho,
Nevada and Washington

V. Scott Borison, Ph.D.
Certified Legal Manager

Daryl N. Cole
Office Manager



Cortney D. Duke
Oregon, Nevada

Sarah R. Liljefelt
Oregon, California

Wyatt E. Rolfe
Oregon, Nevada,
Washington

Therese A. Ure
Oregon, Nevada

April 13, 2012

VIA ELECTRONIC and US MAIL

Mr. S. Scott McDowell
City Administrator
City of Brownsville
255 N. Main Street
Brownsville OR 97327
E-Mail: admin@ci.brownsville.or.us

RE: City of Brownville Water Right Files (Privileged Attorney-Client Communication)

Dear Mr. McDowell:

Schroeder Law Offices, P.C. has acquired copies of the City's water right files from the Oregon Water Resources Department in Salem. We have provided electronic versions of the files within the enclosed CD. Hard copies are also enclosed for your convenience.

Our firm often serves as special counsel to municipalities that require water-related legal services. If the City of Brownsville is in need of such services, we will be happy to begin reviewing the files. Alternatively, we can schedule a meeting to discuss potential services. In the event the City is ready to move forward on a project, a copy of our fee agreement is enclosed for your review.

It was a pleasure to meet you in Philomath. I hope our firm can serve as a resource for the City.

Very truly yours,

SCHROEDER LAW OFFICES, P.C.

Wyatt E. Rolfe

WER:dnc
Enclosures

1915 NE Cesar E. Chavez Boulevard, Portland, Oregon 97212 (503) 281-4100

440 Marsh Avenue, Reno, Nevada 89509 (775) 786-8800

www.water-law.com counsel@water-law.com

(P0221235; 1181.01 WER)

Contract for Legal Services

By this contract I employ the attorneys of Schroeder Law Offices, PC, ("my attorney") and its agents and employees to represent me in matters related to water rights review and consultation.

I will pay my attorney and its agents and employees according to the hourly fee schedule set out below.

Hourly Fee Schedule

Laura A. Schroeder	\$275.00
Attorneys.....	\$190.00 to \$275.00
Paralegals or Law Clerks	\$75.00 to \$190.00
Project Assistants.....	\$55.00 to \$75.00
Travel Rate.....	\$100.00

Schroeder Law Offices, PC, fees are based on the time spent by its staff in performing legal services including telephone calls, emails, conferences, travel, court appearances, research and investigation and preparing letters, pleadings, briefs, agreements and other documents. Services are billed for time spent in multiples of 6 minute increments, or 0.1 hours, with a minimum charge of 0.2 hours billed per item related to any client matter. Services rendered prior to my signing this contract are subject to the terms of this contract.

Amounts listed in the above hourly fee schedule may be increased without notice by an amount not to exceed 10% at any time after the anniversary date of this contract and may be increased in like amount no more frequently than annually thereafter.

In the event that this or other matters ultimately require administrative or civil litigation my attorney may require an adjustment in rates consistent with my attorney's then prevailing Hourly Fee Schedule for litigation before proceeding with such litigation.

Personnel move over time to the next higher level and my attorney may judge that their work has improved to a degree justifying an adjustment in their hourly rate within the ranges specified by the table above. Accordingly, hourly rates for individuals may be changed within their applicable range without further notice. The rate within the specified range established by this agreement charged for any individual timekeeper is reflected in my attorney's monthly billing statement next to the initials of that individual timekeeper.

Laura Schroeder will supervise all work on this matter, although other members of the firm may assist her from time to time. Wherever possible, she will delegate tasks that can be performed by other personnel at lower hourly rates commensurate with their experience and abilities, subject to appropriate supervision.

Accounts more than 30 days in arrears are charged interest at 9% per annum. Any statements or bills will be deemed to be accepted and affirmed by me unless objected to in writing within 10 days of the date of the statement or bill.

I agree to make billing objections by sending a facsimile or letter within 10 days of the statement or bill with objectionable items circled or otherwise identified to the Firm Administrator. I will keep a copy of any such objections for later reference. The Firm Administrator will endeavor to resolve any billing objections with you prior to the close of that month's billing cycle.

Proposals from the client, or his representative, for a change in rate(s), generic fee reduction, or professional or courtesy discounts may be approved only by the management committee. Individual attorneys including Laura A. Schroeder or the Firm Administrator are not authorized as agents for the firm to accept any proposal for such adjustments without the management committee's authority which will only be given after the management committee has reviewed and approved the proposal.

Certain items on my bill may be designated "no charge," or credit may be given to me for certain work. My attorney has the discretion to reverse any credit items or "no charge" designations until my bill is paid.

Any attorney's fees obtained through court order in this case by my attorney shall be credited to me. If a fee is agreed upon or awarded that is larger than the amount paid and owed then after all credits and reimbursements to me the remainder shall go to my attorney as part of my attorney's reasonable fee. However, I am responsible for paying any attorney's fees and expense owed to my attorney, even if there is a judgment outstanding for such fees.

I shall pay all costs and expenses incidental to the preparation of this case including but not limited to conference calls, court costs, court reporter fees, facsimile charges, runner expenses, expert witnesses, investigators, copies, subpoena service and out-of-pocket expenses. From time to time, I shall at my attorney's request make such expense payments directly to a third party, especially if the amount is large. I shall also pay certain office services such as computer charges for legal research, employee overtime and other costs that my attorney incurs as a direct result of representing me.

I hereby agree that any dispute about the fees and costs charged by my attorney under this Agreement will be submitted to arbitration under the rules of the Oregon State Bar Fee Arbitration Program, and that judgment may be entered on any award. The sole issues to be decided in the arbitration are the amount of fees and costs owed to my attorney or to be refunded by my attorney to me.

Should I fail to follow my attorney's instruction, misrepresent or fail to disclose material facts or fail to pay my account in full within 30 days of billing, my attorney is authorized to suspend performing services and promptly move to withdraw as my counsel, to file for fee arbitration, to file suit, and to take such other steps as he deems appropriate to collect the balance. I will

execute any documents necessary to allow my attorney to withdraw at that point. I further agree that I will be responsible for any costs of collection incurred by my attorney, including reasonable attorney's fees.

At any time that my account is in arrears my attorney may place an attorney lien on my file pending complete resolution of the outstanding amount. The lien allows my attorney to retain my papers and documents in his possession until the debt has been paid.

I shall at all times have the right to terminate Schroeder Law Offices, PC, services upon written notice. Schroeder Law Offices, PC, shall at all times have the right to terminate their representation of me upon written notice, if I do not pay their fees or if they determine that their continued representation of me would be unethical or inappropriate, or if they have another basis for termination consistent with their professional duties to me.

I will receive electronically (email) or via facsimile, client copies of all documents that are prepared and received by my attorney during my attorney's representation. If I prefer to receive client copies by regular mail additional charges for this service may appear on my invoice.

These client copies comprise my client file. At the conclusion of my attorney's work, I will not be entitled to another copy of my file unless I pay for the copy including staff time and copy charges. My attorney may elect not to provide copies of personal notes, drafts, and other incomplete work product.

I understand that my attorney will retain copy of my file in electronic form for a period of seven (7) years from the date of this agreement after which it may be destroyed. I understand I will not receive further notice prior to the destruction of these files.

No advice is given regarding tax consequences. I agree to seek tax advice elsewhere and to hold my attorney harmless there from.

I agree to read all documents given to me by my attorney.

After a relationship is established, my attorneys prefer to communicate via email whenever possible in order to preserve a written record and facilitate communication at times convenient for both parties. When I cannot communicate with my attorney in person, I prefer to communicate by (check one): ___ phone (# _____) or ___ email (____@_____).

No guarantees have been made to me by my attorney. Specifically, no guarantees have been made about the outcome or the total fees and expenses. Any expressions relative thereto are only opinions.

This agreement may only be modified in writing signed by both myself and my attorney.

I understand this agreement fully. I am entering into this contract free of undue influence, duress, effects of any drugs or psychological problems that would impair my judgment. I realize that there are other attorneys who could represent me and that I have the right to counsel with them on my case in general and this contract in particular. Nevertheless, after reviewing the terms of this agreement I choose Schroeder Law Offices, PC, as my attorney on the terms set out above.

The terms of this contract are valid only if signed and received by Schroeder Law Offices by May 31, 2012.

I understand this agreement. It is a binding legal contract. I will receive my client copies and billings electronically (email @ _____); or facsimile @ # _____. I understand that if I elect to receive my client copies and billings by () regular mail I may be charged for this service.

Schroeder Law Offices prefers sending client copies electronically wherever possible.

4/13/2012
Date

V. Scott Borison by dnc
For Schroeder Law Offices, PC
Laura A. Schroeder
V. Scott Borison

City of Brownsville

Date

By: _____
Scott McDowell, City Administrator

By: _____

Print Name and Title



Community and Economic Development

1400 Queen Ave. SE Suite 205A • Albany, OR 97322
(541) 967-8551 • FAX (541) 967-4651 TTY/TTD (541) 924-8402

DATE: April 19, 2012
TO: Scott McDowell, City Administrator
FROM: Scott Wilson, Planner II
RE: Proposal for public works prevailing wage assistance

I am submitting the following proposal for the Oregon Cascades West Council of Governments (COG) to assist the City of Brownsville to meet the City's prevailing wage responsibilities for two upcoming public works projects. Those projects are the South Oak Street Waterline project and the Public Restroom project.

Proposal Background

This proposal is based on information you provided during two recent phone conversations regarding the scopes of the projects and the efforts that the City has already taken to meet its prevailing wage responsibilities.

When public agencies in Oregon contract for the construction of public works facilities, there are "a host of legal contracting requirements" that the agencies must meet. This proposal is specific to the requirements that are related to Oregon prevailing wage rate laws. Information about additional statutes, rules and guidelines related to public contracting is published in the Oregon Attorney General's Public Contracts Manual.

The Oregon Bureau of Labor and Industries (BOLI) is the state agency charged with enforcing the prevailing wage law. BOLI outlines the prevailing wage responsibilities for public agencies in the 2012 edition of the *Bureau of Labor and Industries, Prevailing Wage Rate Laws: A Handbook for Public Agencies, Contractors and Subcontractors in Oregon*. COG will provide staff assistance to the City to ensure that required and suggested tasks for public agencies that are outlined in the handbook are completed for both the South Oak Street Waterline project and the Public Restroom project. Due to specific features of the two projects, the proposed costs for assisting with each project are shown separately.

Approach

COG proposes the following approach to ensuring that the required and suggested tasks for public agencies are completed:

- Prior to the start of construction, COG staff will consult with City staff to confirm that:
 - The Planned Public Improvement Summary (WH-118) has been submitted

MEMBER GOVERNMENTS – COUNTIES: Benton, Lincoln, and Linn **CITIES:** Adair Village, Albany, Brownsville, Corvallis, Depoe Bay, Halsey, Harrisburg, Lebanon, Lincoln City, Lyons, Millersburg, Monroe, Newport, Philomath, Scio, Siletz, Sweet Home, Tangent, Toledo, Waldport, Yachats **OTHER:** Confederated Tribes of Siletz, Port of Newport, Port of Toledo

- The contract documents contain the correct prevailing wage rates, public works bond requirement and other required language in the contract and contract specifications
 - The Notice of Public Works form (WH-81) has been submitted
 - The City has submitted the prevailing wage rate fee and Public Works Fee Information form (WH-39) to BOLI
 - The City has verified that the selected contractor is not on the list of debarred contractors
 - The contractor has obtained a payment bond
- Prior to the start of construction, COG staff will:
 - Verify that the project manager has knowledge of construction and worker classifications.
 - Verify that subcontractors know that the job is a prevailing wage rate job.
 - Verify that none of the subcontractors working on the project are on BOLI's current List of Contractors Ineligible to Receive Public Works Contracts.
 - During construction, COG staff will:
 - Confirm that the correct prevailing wage rates and the details of any benefit plans are conspicuously posted on the project site.
 - Verify that all contractors and subcontractors are using the correct work classifications.
 - Confirm that all contractors and subcontractors are filing complete and accurate certified payrolls, and are paying employees the correct prevailing wage rate.

Proposed Cost

South Oak Street Waterline Project:

It is my understanding that the contract for this project has already been awarded and the City has addressed several of the required tasks. It also appears that the project will be of relatively short duration, probably 30 days or less. Also, it is likely that there will be few subcontractors on this project. Therefore, it is anticipated that the effort required for this project will be somewhat less than for the Public Restroom project. The estimated cost for COG staffing is \$2,100.

Public Restroom Project:

This project is likely to be more complicated than the waterline project in relation to prevailing wage compliance due to the following factors:

- The City has not awarded the contract yet, so there will be more involvement of COG staff in requirements that must be addressed prior to beginning construction;
- Prime contractor and subs may not have any past experience with prevailing wage jobs;
- There may be as many as five subcontractors on the project.

The estimated cost for COG staffing is \$2,500.

I have shown cost estimates for COG work on each of the projects. However, COG proposes a total cost not to exceed \$4,600. Staff time would be billed to the City on an hourly basis.

Two members of the COG staff will be available to complete the tasks: Scott Wilson, Planner II and Sandra Easdale, Community and Economic Development Business Assistant. Both Wilson and Ms. Easdale have experience monitoring prevailing wage requirements on public works projects.

Please feel free to contact me if you have any questions regarding this proposal. I look forward to working with the City of Brownsville on these projects.

Received
City of Brownsville

MAR 30 2012

Clerk _____

OLCC LICENSE RENEWALS

City of Brownsville
BROWNSVILLE
PO Box 188
Brownsville OR 97327

Attached is the list of OLCC liquor licenses in BROWNSVILLE that are eligible for license renewal. These licenses will expire on 6/30/2012.

Oregon Revised Statute (ORS) 471.166 establishes the process for local governments to make recommendations to the OLCC. It also requires the OLCC to notify licensees of the license renewal application or processing fees charged by their local governments. According to our records, you charge:

License Renewal Fee: Off Premises Fee:

We will direct renewal applicants to mail the renewal fees to the address on this letter. Please notify us immediately if the fees or address are incorrect.

Approximately 40 days after the licenses expire, the OLCC will send you a list of the licensees who filed a renewal application. You can use this list to verify that applicants have paid your fees.

Recommendation Process:

You have until 6/1/2012 to exercise one or more of the following options:

1. Provide a written renewal recommendation to the OLCC for any or all of the licenses on this list.
2. Make a written request for additional time to investigate a specific renewal or renewals. The request must set forth the reason additional time is needed, state that the local government is considering making an unfavorable recommendation, and state the specific grounds being considered toward an unfavorable recommendation.
3. Take no action. After 6/1/2012, the OLCC will process the renewal application as if you made a favorable recommendation.

Please send any correspondence to OLCC License Renewals, P.O. Box 22297, Portland OR 97269 2297. You can also contact our license renewal section at 1 (800) 452.6522 or at (503) 872.5121 or (503) 872.5122 in Portland.

Dist. #	License #	Tradenname	Participant	License	Premises Address
Local Government: BROWNSVILLE					
3	157805	BELLA CUCCINA & BAKERY	BELLA CUCCINA LLC	L	122 SPAULDING AVE, BROWNSVILLE, OR
	154492	BROWNSVILLE SALOON	WADE, NATALIE L	F-COM	419 N MAIN ST, BROWNSVILLE, OR
	153897	BROWNSVILLE VIDEO	LARSEN, DEBORAH A	O	130 SPAULDING AVE, BROWNSVILLE, OR
	157410	CORNER CAFE	GENERAL STORE CORNER CAFE LLC	L	431 N MAIN ST, BROWNSVILLE, OR
	155252	DARI MART STORE #24	DARI-MART STORES INC	O	220 S MAIN ST, BROWNSVILLE, OR
	153984	JERRY'S CHEVRON	DDB PIONEER LLC	O	203 E BISHOP WAY, BROWNSVILLE, OR
	164801	KIRK'S FERRY TRADING POST	HOPLA, SHAWNA	L	217 W BISHOP WAY, BROWNSVILLE, OR
			KIRK'S FERRY TRADING POST LLC		



citycounty insurance services
www.cisoregon.org

Received
City of Brownsville

APR 16 2012

Clerk _____

April 13, 2012

Scott McDowell
City Administrator
PO Box 188
Brownsville, OR 97327

NAME OF INSURED: City Brownsville
DATE OF ACCIDENT: January 18-19th, 2012
PROPERTY POLICY: BO-BRW-2011-0

Dear Scott:

This will acknowledge the receipt of the City of Brownsville's claim submission for damage to a water line that traverses the Calapooia River which occurred on or about January 18-19th, 2012.

In reviewing your property schedule, it does not appear that the City chose to schedule these locations as covered locations on your 7/1/2011/2012 property policy. Therefore, we will be unable to assist you in this loss. If you have any questions, please feel free to call me.

Sincerely,

James R. McWilliams, CPCU
Property/Liability Supervisor

S. Scott McDowell

From: Paul W Baxter [pbaxter@uoregon.edu]
Sent: Thursday, March 29, 2012 8:22 AM
To: admin@ci.brownsville.or.us
Subject: archaeological site

Follow Up Flag: Follow up
Flag Status: Completed

Categories: Today

Hi Scott,

I was walking the dog in the park and was examining the washed out bank. There is a historic dump site washing out which should be documented. I would be glad to do the work pro bono, but the collected artifacts would then need to be curated, which costs money. It probably would be possible to get the state museum to put them on permanent loan to the Linn County Museum in B'ville, but that would have to be arranged. In any case, something needs to be done now with the site.

Let me know what you would like me to do -- other than just go away!

P

--

Paul W. Baxter, Ph. D.
Staff Archaeologist
State Museum of Anthropology,
University of Oregon
Office: 541-346-0810
Cell: 541-619-7031

MAR 23 2012

Request for Comments

Proposed Renewal of a Title V Air Quality Permit for Bear Mountain Forest Products, Inc.

The purpose of this notice is to invite you to provide written comments on this proposed air quality permit renewal.

DEQ's Role:

The Oregon Department of Environmental Quality (DEQ) is responsible for protecting and enhancing Oregon's water and air quality, for cleaning up spills and releases of hazardous materials, and for managing the proper disposal of hazardous and solid wastes. One way DEQ does this is by requiring permits for certain activities. DEQ issues permits to regulate the type and amount of air emissions at a regulated facility.

Comments due:

Written comments due: 5 p.m., April 25, 2012

Where can I send my comments?

Patty Hamman, Regional Permit Coordinator
(503) 378-5305 or Toll Free (800) 349-7677
750 Front Street NE, Suite 120
Salem, OR 97301-1039
(503) 378-4196 (Fax)
hamman.patricia@deq.state.or.us

Where can I get technical information?

Karen White-Fallon, Permit Writer
(503) 378-5315 or (800) 349-7677
750 Front Street NE, Suite 120
Salem, OR 97301-1039
(503) 378-4196 (Fax)
white-fallon.karen@deq.state.or.us

Where can I get background information?

Information about this project is viewable online by clicking the following link(s):

- [Draft Permit](#)
- [Evaluation Report](#)

You can review hard copies of the draft permit and related documents at the Brownsville Community Library located at 146 Spalding, Brownsville, OR and the nearest DEQ office in Salem, OR. For a review appointment, call Patty Hamman at (503) 378-5305.

What is proposed?

DEQ proposes to renew the existing Oregon Title V Operating Permit which allows the

company to manufacture wood pellets for pellet stoves.

Permit expiration

Oregon law requires facilities with a Title V Permit to renew that permit every five years. Upon issuance, this permit will be effective for five years, expiring on **January 1, 2017**.

Who is the applicant?

Bear Mountain Forest Products, Inc.
Permit No. 22-1034

Where is the facility located?

34363 Lake Creek Drive
Brownsville, OR 97327

Who might have an interest?

People who work, live, and recreate in the area.

What does Bear Mountain do that affects air quality?

The facility produces wood pellets that are used as fuel in wood stoves. Green sawdust is dried in two wood fired dryers with emissions controlled by wet electrostatic precipitators. The dried wood is then pressed into pellets and bagged. Particulate Matter (PM), Fine Particulate Matter (PM_{10/2.5}), Carbon Monoxide (CO), Nitrogen Oxides (NO_x), Sulfur Dioxides (SO₂), Volatile Organic Compounds (VOCs), and Hazardous Air Pollutants (HAPs) are released from the production process.

What legal requirements apply?

Oregon Revised Statutes (ORS) 468A.040 and Oregon Administrative Rules (OAR) Chapter 340 Division 218 give DEQ the authority to issue Title V permits. OAR Chapter 340 Divisions 200 through 268 contain all pertinent rules that govern the air quality program.

How does DEQ determine what requirements go in the permit?

Various federal and state regulations apply to a facility depending on the type of industry, the type and amount of pollutants emitted, and the location of the facility. All applicable regulations must be contained in the permit, including the appropriate recordkeeping, monitoring, and reporting requirements to ensure compliance with these rules.

Clerk _____



State of Oregon
Department of
Environmental
Quality

Western Region Air Quality

750 Front Street NE
Salem, OR 97301-1039
Phone: (503) 378-8240
(800) 349-7677
Fax: (503) 378-5315
Contact: Karen White-Fallon
E-mail: white-fallon.karen@deq.state.or.us

www.oregon.gov/DEQ

If you received a hard copy of this notice in the mail, please consider receiving updates via e-mail instead. Send your request to: subscriptions@deq.state.or.us

Please include your full name, e-mail address and mailing address so that we can purge you from our print mailing list, thus saving trees and taxpayer dollars.

Notice Issued: 03/21/12
By: pah

Meeting air quality standards

Air quality in the Brownsville area meets the National Ambient Air Quality Standards (NAAQS) established by the US Environmental Protection Agency (EPA) to protect public health. DEQ has determined that the air emissions from Bear Mountain will not result in a violation of those standards. DEQ is responsible for establishing permit emissions limits that ensure air quality standards are not violated.

What pollutants are considered in determining permitted limits?

EPA and DEQ use six key pollutants as indicators of air quality. These are known as "criteria pollutants" and are compounds that, if inhaled, may lead to health effects that generally aggravate cardiovascular and respiratory disease. If the amount of criteria pollutants emitted is greater than a regulated minimum, then emission limits are established.

Hazardous air pollutants (HAPs) are compounds that, if inhaled, may pose a threat of adverse human health or environmental effects, including, for example, acute or chronic toxicity, cancer, birth defects, or reproductive dysfunction. The mere presence of these pollutants in the air does not necessarily mean that a health risk exists. EPA has established a list of 187 compounds that are classified and regulated as HAPs. If the amount of HAPs released is greater than a regulated minimum level, then additional requirements may also apply.

For more information about criteria pollutants, go to:

<http://www.deq.state.or.us/aq/forms/annrpt.htm>

For more information about hazardous air pollutants, go to:

www.epa.gov/ttn/atw/hlthef/hapindex.html

How are the permitted substances measured?

Pollutant emissions are calculated using material balance and established emission factors (pounds of pollutants emitted per unit of production).

Emissions and permit limits

Table 1 below presents the maximum allowable emissions for the facility in the proposed permit. These limits reflect the maximum amount of emission the facility would be able to emit under the proposed permit. Typically, a facility's actual emissions are less than the maximum

limits established in a permit; however, actual emissions can increase up to the permitted limit.

This facility is a major source of HAP. However it is not currently subject to any maximum achievable control technology (MACT) standards.

Compliance history:

The facility was inspected on June of 2010 and was found to be out of compliance with several permit conditions. Four warning letters were issued to the facility in 2010. Details of the warning letters are outlined in the review report to the proposed permit. The documented violations have been resolved.

What other DEQ permits are required?

The permittee has a NPDES storm water discharge permit (#1200Z).

What other sources of air pollutants are in the vicinity of the facility?

Various sources emit similar air pollutants. EPA and DEQ split up the sources into 3 categories: point, area, and mobile sources. Point sources are primarily large industrial facilities. Area sources are smaller than point sources and include backyard burning, woodstoves, consumer products, gasoline stations, etc. Mobile sources include cars, trucks, airplanes, ships, railroads, and construction equipment.

What happens next?

DEQ will consider and provide responses to all public comments received at the close of the comment period. The Department will hold a public hearing if requested by 10 or more individuals or one person representing a group of 10 or more individuals. After the comment period and hearing, if requested, the Department will review the comments and may modify provisions in the proposed permit. The permit writers can only modify conditions of the permit in accordance with the rules and statutes under the authority of DEQ. Participation in the rulemaking or the legislative process is the only way to change the rules or statutes. Ultimately, if a facility meets all legal requirements, DEQ will issue the facility's air quality permit.

Accessibility information

DEQ is committed to accommodating people with disabilities. Please notify DEQ of any special physical or language accommodations or if you need information in large print, Braille or another format. To make these arrangements, contact DEQ Communications & Outreach (503) 229-5696 or toll free in Oregon at (800) 452-4011; fax to (503) 229-6762; or e-mail to deqinfo@deq.state.or.us.



People with hearing impairments may call the Oregon Telecommunications Relay Service for assistance (800) 735-2900.

Table 1

Criteria Pollutant	Previous Emission Limit (tons/yr)	Proposed Emission Limit (tons/yr)
Particulate Matter (PM)	60	55
Fine Particulate Matter (PM ₁₀)	36	32
Fine Particulate Matter (PM _{2.5})	NA	28
Carbon Monoxide (CO)	246	246
Nitrogen Oxides (NOx)	39	39
Sulfur Dioxides (SO ₂)	39	39
Volatile Organic Compounds (VOC)	160	160

Table 2

Hazardous Air Pollutants

Pollutant	Potential to Emit Emissions (tons/year)
Acetaldehyde	4.50
Acrolein	1.38
Benzene	0.46
Cumene	0.12
Formaldehyde	8.40
Methanol	6.60
Methyl Isobutyl Ketone	0.41
Methylene Chloride	0.11
Phenol	1.68
Propionaldehyde	0.78
Styrene	0.02
Toluene	0.78
Xylenes (total)	0.32
TOTAL	25.56





April 3rd, 2012

Oregon Department of Education

Re: Central Linn School District – CTE Revitalization Grant Request

To Whom It May Concern:

The City of Brownsville wanted to make you aware of our commitment to the Central Linn School District in regards to the above referenced request. The City's role will include being a part of the advisory committee that actually formulates the program, being a vital part of community support for the sustained development of the program and its objectives, and to provide a place for students to get meaningful "on-the-job" skills that will better equip them for "real world" opportunities.

The City will be providing in-kind support which will be the use of City staff for training, any necessary materials & supplies to execute assigned tasks and providing office space. The City is excited to be a part of this unique curriculum opportunity that we feel will be prepare our students for their future and hopefully give them a better understanding of their local community. The City truly appreciates your time, consideration and effort on this matter! Please let me know if I can be of further assistance.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'SM', written in a cursive style.

S. Scott McDowell
City Administrator

c: Mayor
Council
File

STATEMENT OF ASSURANCES FOR PARTNERSHIP MEMBERS

Each Partner must complete one Statement of Assurances form. Please print or type and duplicate as necessary.

Partner Organization: <i>BROWNSVILLE</i>		
Contact Name: <i>S. SCOTT MCDOWELL</i>	Title: <i>ADMINISTRATOR</i>	
Address: <i>255 N. MAIN ST.</i>		
City: <i>BROWNSVILLE</i>	State: <i>OR</i>	Zip: <i>97327</i>
Phone: <i>541.466.5880</i>	Email: <i>admin@ci.brownsville.or.us</i>	

2011-2013 Partner Statement of Assurances

- The partnership member assures and certifies compliance with the regulations, policies and requirements as they relate to the acceptance and use of state funds for programs included in this application.
- The partnership member agrees to carry out the project as proposed in the application.
- The partnership member will cooperate with the eligible recipients in collecting data for interim and final reports to the Oregon Department of Education as outlined in the RFP.
- All requested information related to grant activities will be provided to the eligible recipients in a timely manner.
- Violations of the rules or laws may result in sanctions which may include but are not limited to reduction or revocation of the grant award.
- The partner certifies that to the best of his/her knowledge the information in this application is correct, that the participation in the activities included in this application is duly authorized by the governing body of this organization, or institution, and that the partner will comply with the general statement of assurances.

S. SCOTT MCDOWELL

ADMINISTRATOR

Print Name of Authorized Agent

Title

SM

04.03.2012

Signature of Authorized Agent

Date

Steve Druckenmiller
Linn County Clerk

P.O. Box 100, Albany, Oregon 97321
Archives 541-967-3830
Elections 541-967-3831
License 541-967-3830
Recording 541-967-3829

April 9, 2012

Scott McDowell
Brownsville City Hall
255 N. Main Street
Brownsville, Oregon 97327

Dear Mr. McDowell:

This is to advise you that on May 15, 2012 there will be a Primary Election. This will require your drop site to operate as an "Official Drop Site" during this election.

The current plan is to deliver the privacy booth and locked ballot bag on April 26, 2012. Pursuant to our drop site agreement we ask that you accept ballots during normal operating hours until May 15, 2012. On that day the drop site will be open from 7:00 a.m. to 8:00 p.m. At 8:00 p.m., the locked ballot bag and equipment will be picked up.

Thanks, to you and your staff for your cooperation and contribution during this election. If you have any questions, please call me at 541-967-3831.

Sincerely,



Derrick Sterling
Supervisor of Elections

From: Mark Volmert [MVolmert@ocwcog.org]
Sent: Friday, March 30, 2012 2:52 PM
To: admin@ci.brownsville.or.us
Subject: CWACT: federal updates
Attachments: 2010 Census - Albany Urban Area Maps.pdf

To City Managers. City Administrators and City Recorders:

Federal legislation

As widely reported in the media, yesterday the House and the Senate approved a 90 day extension of SAFETEA-LU. This is the ninth extension of the multi-year omnibus transportation bill that expired in September 2009. As we've discussed, the previous two multi-year bills were also each extended for a couple of years after their original expiration date.

As you can tell from media reports, another round of drama and some political finger pointing.

The path is unclear. The Senate, earlier this month, approved a two year bill (actually an 18 month bill). The gap between current expenses and current revenue would be filled by zeroing out the highway and transit accounts (spending all funds carried forward from previous years) and by zeroing out several non-transportation accounts. The House Transportation and Infrastructure Committee, in February, approved a 5 year bill but for several reasons the bill (or a variation of the bill) has not yet been taken to the full House for a vote. House leadership proposed filling the gap between current expenses and current revenue with revenue from increased domestic oil production.

At this time it appears likely that the House Transportation and Infrastructure Committee will be asked to make another effort to craft a bill that is acceptable to the majority of House members. What that bill may look like is unknown. If the House is able to pass a bill in the next 90 days, the prospects for a compromise with the Senate's bill are uncertain. If a compromise cannot be worked out, despite the political statements made in the past few days, another extension of SAFETEA-LU would be approved in June and it is highly unlikely there would be a gap in the collection of transportation taxes/fees or the flow of revenue to federal, state and local agencies.

This action also impacts counties. The Senate's bill included an amendment that would provide a one-year extension of federal timber payments. Oregon's share would be \$106 million. It is expected that Oregon's Congressional delegation will attempt to attach the one-year extension to a different bill.

Census Bureau's designation of urbanized areas

This week the U.S. Census Bureau published its urbanized area maps, based on 2010 census data. An urbanized area has a minimum population of 50,000 with a minimum density of 1,000 people per square mile. The newly created Albany Urbanized Area includes Albany, Millersburg, Tangent, Linn County, Benton County, Jefferson and Marion County. This opens the door to federal programs that are linked to urbanized area designation including, under current federal transportation law, the establishment of an Albany Area Metropolitan Planning Organization (MPO).

The Census Bureau, using criteria that is a little different than its 2000 criteria, has modified the Corvallis Urbanized Area. The newly drawn boundary no longer includes Adair Village.

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MONTH END RECAP

		March 2012			
	REVENUE	EXPENDITURES	YTD	%	Unexpended
1 GENERAL	\$ 24,179.04	\$ 18,030.12	\$ 429,717.14	36.03%	\$ 762,905.90
2 WATER	\$ 17,494.90	\$ 26,058.56	\$ 195,581.24	26.47%	\$ 543,218.76
3 SEWER	\$ 23,730.60	\$ 20,657.94	\$ 152,854.06	16.16%	\$ 792,845.94
4 STREETS	\$ 10,807.46	\$ 10,568.43	\$ 97,866.75	18.94%	\$ 418,816.25
5 WATER BOND	\$ 1,512.96				
6 SEWER BOND	\$ 17,367.54		\$ 356,624.94		
7 SEWER DEBT FEE	\$ 10,344.30		\$ 97,190.84		
8 BUILDING & EQUIPMENT	\$ 197.45	\$ 8,386.50	\$ 8,386.50	2.24%	\$ 366,713.50
9 WATER RESERVE	\$ 21.96				
10 HOUSING REHAB	\$ 89.94				
11 WATER SDC	\$ 80.85				
12 SEWER SDC	\$ 104.35				
13 STORMWATER SDC	\$ 15.93				
14 BIKEWAY/PATHS	\$ 67.72				
15 LIBRARY TRUST	\$ 2.75				
16 CEMETERY	\$ 15.00				
17 TRANSIENT ROOM TX	\$ 0.74				
18 SEWER CONSTRUCTION	\$ 4.53				
19 LAND ACQUISITION	\$ 62.69	\$ 2,231.42	\$ 49,103.70	21.71%	\$ 177,096.30
20 COMMUNITY PROJECTS	\$ \$106,100.71	\$ 85,932.97			
	\$ 106,100.71	\$ 85,932.97			

KeyBank Accounts	2011-2012	YTD	% of Total
General	\$ 4,820.94	\$ 1,290,134.33	23.81%
Land Use (Deposits)	\$ -		
Water	\$ 16,200.00		
Park	\$ 9,262.00		
Court	\$ 2,559.22		
Oregon State Treasury	\$ 4,558,080.51		
Community Improvements	\$ -		
Total Debt			
Water	\$ 1,678,788.00		
Wastewater	\$ 7,730,852.00		
DEBT Payments			
Water	\$ 54,627.00		
Wastewater	\$ 360,000.00		
Totals			